

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 2020

County of Boone

} ca.

In the County Commission of said county, on the

28th

day of

May

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby recognize and commend the Directors of Boone County Government for their outstanding service and contributions to the people of Boone County.

Done this 28th day of May 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

PROCLAMATION RECOGNIZING THE DIRECTORS OF BOONE COUNTY GOVERNMENT

- Whereas,* the United States Center for Disease Control and Prevention reported that a novel coronavirus named SARS-CoV-2 and the disease it causes, named coronavirus disease 2019 (COVID-19), was first detected in China in December 2019; and
- Whereas,* COVID-19, a highly contagious and rapidly spreading disease, was soon detected in more than 100 locations internationally, including the United States; and
- Whereas,* on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency and the Governor of Missouri declared it a state emergency; and
- Whereas,* following the national and state emergency declarations and the implementation of local health orders, Boone County Department Directors implemented strategies within their Departments that would protect the health and welfare of county employees and the members of the public that they serve while still providing the services of their particular Departments to internal and public stakeholders; and
- Whereas,* the efforts exhibited by the Boone County Department Directors have been and continue to be models of collaboration, resiliency, and innovation, and through their leadership, they and their staff exemplify the best attributes of public service; and
- Whereas,* The Boone County Commission recognizes for their extraordinary public service throughout the COVID-19 outbreak in Boone County the appointed Directors of Boone County Government: Melinda Bobbitt, Director of Purchasing; Doug Coley, Director of Facilities; CJ Dykhouse, County Counselor; Greg Edington, Director of Road & Bridge; Bill Florea, Director of Resource Management; Aron Gish, Director of Information Technology; Chad Martin, Director of Joint Communications and Emergency Management; Joanne Nelson, Director of Community Services; Jenna Redel, Director of Human Resources, and Stan Shawver, recently-retired Director of Resource Management, and through them, all employees of the County of Boone.
- Therefore,* in appreciation of the outstanding service of these Directors to the people of Boone County, the Boone County Commission does hereby commend them for their service. In addition, Presiding Commissioner Atwill also presents to each of them a Boone County Bicentennial challenge coin, to publicly confirm and ratify their exemplary public service and contributions to the ongoing health and well-being of the people of Boone County.

IN TESTIMONY WHEREOF, this 28th day of May, 2020.

Daniel K. Atwill, Presiding Commissioner

Fred J. Parry, District I Commissioner

Janet M. Thompson, District II Commissioner

ATTEST:

Brianna L. Lennon, County Clerk

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STATE OF MISSOURI

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May Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

28th

day of

May

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the National Cooperative Purchasing Alliance (NCPA) Cooperative Contract 26-19 by the Road & Bridge Department to purchase Automotive Parts from O'Reilly Automotive Stores, Inc.

The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 28th day of May 2020.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: May 7, 2020
RE: Cooperative Contract: 26-19 – Automotive Parts.

Road & Bridge requests permission to utilize the National Cooperative Purchasing Alliance (NCPA) cooperative contract 26-19 to purchase Automotive Parts from O'Reilly Automotive Stores, Inc.

This is a term and supply contract and will be paid from department 2040 – RB Maintenance Operations, Accounts 59100 – Vehicle Repairs/Maintenance and 60200 – Equipment Repairs/Maintenance.

cc: Greg Edington, Road & Bridge
Contract File

**PURCHASE AGREEMENT
FOR
AUTOMOTIVE PARTS**

THIS AGREEMENT dated the 28th day of May 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **O'Reilly Automotive Stores, Inc., d/b/a O'Reilly Auto Parts**, herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Automotive Parts** in compliance with all bid specifications and any applicable addenda issued for the **National Cooperative Purchasing Alliance (NCPA) Contract 26-19**, issued by Region 14 Education Service Center and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with the cooperative contract may be permanently maintained in the County Purchasing Office and/or NCPA file for this contract if not attached. In the event of conflict between any of the foregoing documents this Purchase Agreement, the NCPA contract and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Automotive Parts as needed, per the discount structure outlined in the NCPA contract.

3. **Contract Duration** - This agreement shall commence on **June 1, 2020 and extend through November 30, 2022** subject to the provisions for termination specified herein. Contract may be renewed for **two (2) additional one (1) year periods**.

4. **Delivery**: All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

5. **Billing and Payment** - All billing shall be invoiced to the using department. Primary using department is Boone County Road & Bridge, 5551 Tom Bass Road, Columbia, MO 65201. Billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**O'REILLY AUTOMOTIVE STORES, INC.
D/B/A O'REILLY AUTO PARTS**

BOONE COUNTY, MISSOURI

DocuSigned by:
By Chuck Rogers
C02C457053F24C8...

By: Boone County Commission

Title VP, Professional Sales

DocuSigned by:
Daniel K. Atwill
Presiding Commissioner
R1994CE071451

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
County Counselor

DocuSigned by:
Brianna L. Lennon by MT
County Clerk
D001A90B1E4E...

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>Jane E. Hildford by org. No Encumbrance Required</u> Signature	5/21/2020 Date	Term and Supply / 2040-59100, 60200 Appropriation Account
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STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Discounts must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.

13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening. In the event that federal funds must be used to complete a purchase under this agreement the County will contact the Contractor to discuss compliance options before issuing a Purchase Order, and Contractor may refuse to accept purchase orders using federal grant funds without prejudice.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Request for Proposal (RFP) for Automotive Parts

Solicitation Number: 26-19

Publication Date: Tuesday, October 8th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, November 19th, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, November 12th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Automotive Parts for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Automotive Parts, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Automotive Parts

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 26-19



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Automotive Parts.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ **Submission of Response**

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ **Required Proposal Format**

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ **Binder Tabs**

- Tab 1 - Master Agreement / Signature Form
- Tab 2 - NCPA Administration Agreement
- Tab 3 - Vendor Questionnaire
- Tab 4 - Vendor Profile
- Tab 5 - Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 - Value Added Products and Services
- Tab 9 - Required Documents

◆ **Shipping Label**

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____
Company: _____
Address: _____
City, State, Zip: _____
Solicitation Name and Number: _____
Due Date and Time: _____

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ **Customer Support**
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ **Disclosures**
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ **Renewal of Contract**
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ **Funding Out Clause**
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ **Shipments (if applicable)**
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ **Tax Exempt Status**
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the **negligence, gross negligence, or willful misconduct actions** of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- ~~Certificates~~ **Proof** of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. ~~The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies.~~ The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ ~~Prevailing Wage~~

- ~~It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.~~

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

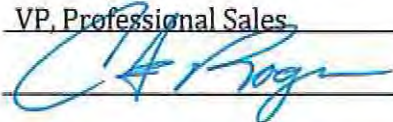
- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the ~~pricings~~ proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to ~~pricings~~, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

~~Prices~~ Discounts are guaranteed for the term of the Agreement. : ~~120 days~~

Company name O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
Address 233 S. Patterson
City/State/Zip Springfield, MO. 65802
Telephone No. (417) 829-5879
Fax No. (417) 874-7199
Email address probids@oreillyauto.com
Printed name Chuck Rogers
Position with company VP, Professional Sales
Authorized signature 

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance ("NCPA") and O'Reilly Auto Enterprises, LLC ("Vendor").
dba O'Reilly Auto Parts

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 6, 2019 referenced as Contract Number 05-42, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Automotive Parts;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. ~~No more than once per calendar year, and during normal business hours~~, NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount ~~and shall be obligated to reimburse NCPA's costs and expenses for such audit.~~

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- ~~Awarded vendor agrees to allow~~ NCPA ~~may not to use the awarded vendor's~~ their name and logo within website, marketing materials and advertisement ~~without the awarded vendor's express, written permission~~. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:	Vendor:	O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
Name: <u>Matthew Mackel</u>	Name: <u>Chuck Rogers</u>	
Title: <u>Director, Business Development</u>	Title: <u>VP, Professional Sales</u>	
Address: <u>PO Box 701273</u>	Address: <u>233 S. Patterson</u>	
<u>Houston, TX 77270</u>	<u>Springfield, MO. 65802</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>December 6, 2019</u>	Date: <u>10/22/19</u>	

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Alaska | <input checked="" type="checkbox"/> Massachusetts | <input checked="" type="checkbox"/> South Dakota |
| <input checked="" type="checkbox"/> Arizona | <input checked="" type="checkbox"/> Michigan | <input checked="" type="checkbox"/> Tennessee |
| <input checked="" type="checkbox"/> Arkansas | <input checked="" type="checkbox"/> Minnesota | <input checked="" type="checkbox"/> Texas |
| <input checked="" type="checkbox"/> California | <input checked="" type="checkbox"/> Mississippi | <input checked="" type="checkbox"/> Utah |
| <input checked="" type="checkbox"/> Colorado | <input checked="" type="checkbox"/> Missouri | <input checked="" type="checkbox"/> Vermont |
| <input checked="" type="checkbox"/> Connecticut | <input checked="" type="checkbox"/> Montana | <input checked="" type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input checked="" type="checkbox"/> Nebraska | <input checked="" type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> Nevada | <input checked="" type="checkbox"/> West Virginia |
| <input checked="" type="checkbox"/> Florida | <input checked="" type="checkbox"/> New Hampshire | <input checked="" type="checkbox"/> Wisconsin |
| <input checked="" type="checkbox"/> Georgia | <input checked="" type="checkbox"/> New Jersey | <input checked="" type="checkbox"/> Wyoming |
| <input checked="" type="checkbox"/> Hawaii | <input checked="" type="checkbox"/> New Mexico | |
| <input checked="" type="checkbox"/> Idaho | <input checked="" type="checkbox"/> New York | |
| <input checked="" type="checkbox"/> Illinois | <input checked="" type="checkbox"/> North Carolina | |
| <input checked="" type="checkbox"/> Indiana | <input checked="" type="checkbox"/> North Dakota | |
| <input checked="" type="checkbox"/> Iowa | <input checked="" type="checkbox"/> Ohio | |
| <input checked="" type="checkbox"/> Kansas | <input checked="" type="checkbox"/> Oklahoma | |
| <input checked="" type="checkbox"/> Kentucky | <input checked="" type="checkbox"/> Oregon | |
| <input checked="" type="checkbox"/> Louisiana | <input checked="" type="checkbox"/> Pennsylvania | |
| <input checked="" type="checkbox"/> Maine | <input checked="" type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Somoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

◆ Minority and Women Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - Minority / Women Business Enterprise
 - Respondent Certifies that this firm is a M/WBE
 - Historically Underutilized Business
 - Respondent Certifies that this firm is a HUB

◆ Residency

- Responding Company's principal place of business is in the city of Springfield, State of Missouri

◆ Felony Conviction Notice

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ Distribution Channel

- Which best describes your company's position in the distribution channel:
 - Manufacturer Direct
 - Authorized Distributor
 - Value-added reseller
 - Certified education/government reseller
 - Manufacturer marketing through reseller
 - Other: _____

◆ Processing Information

- Provide company contact information for the following:
 - Sales Reports / Accounts Payable
 - Contact Person: Roanen Barron / Suzanne Parks
 - Title: Senior Bid Analyst / Accounts Receivable Manager
 - Company: O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
 - Address: PO Box 1156 / PO Box 9464
 - City: Springfield State: Missouri Zip: 65801
 - Phone: (417) 829-5879 / 829-5856 Email: probids@oriellyauto.com / arremmit@oreillyauto.com

▪ Purchase Orders

Contact Person: Roanen Barron
 Title: Senior Bid Analyst
 Company: O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
 Address: 233 S. Patterson
 City: Springfield State: MO Zip: 65802
 Phone: (417) 829-5879 Email: probids@oreillyauto.com

▪ Sales and Marketing

Contact Person: Roanen Barron
 Title: Senior Bid Analyst
 Company: O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
 Address: 233 S. Patterson
 City: Springfield State: MO. Zip: 65802
 Phone: (417) 829-5879 Email: probids@oreillyauto.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

In some instances

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Will provide upon award of contract.	Confidential		

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



Tab 4 – Vendor Profile

Company's official registered name:

O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts

History:

O'Reilly Auto Parts officially started in the auto parts business in Springfield, Missouri, in November of 1957. However, the O'Reilly family experience in the automotive parts business may be traced back to a much earlier time before Charles F. O'Reilly and one of his sons, Charles H. (Chub) O'Reilly made the decision to form their own company. On December 2, 1957 they opened the first store with 13 employees at 403 Sherman in Springfield. Their sales totaled \$700,000 in 1958, their first full year of business. Due to the hard work and ability of the original employees, several of whom were stockholders in the company, the business grew and prospered from its very first year.

By 1961, the company's volume had reached \$1.3 million – the combined volume of O'Reilly Automotive Distributors, a division formed to serve independent automotive jobbers in the area. In March of 1975, annual sales volume rose to \$7 million, and a 52,000-square-foot facility at 233 S. Patterson was built for the O'Reilly/Ozark warehouse operation. By that time, the company had nine stores, all located in southwest Missouri.

The long range plans and stability of the company were solidified by a public offering of company stock in April 1993. And from 1997 to 2005 the company grew through numerous mergers and acquisitions. O'Reilly continues to solidify its base through strategic acquisitions of regional suppliers such as the Bond Auto Parts acquisition in 2017 and the Bennett Auto Supply acquisition of 2019.

O'Reilly currently operates in 47 states, with more than 5,200 stores and 29 distribution centers, thus ranking it in the top two auto parts distributors in the United States. Total sales for O'Reilly stores were over \$9 billion for the year ending 2018. The company continues to plan for growth and expansion, projecting the addition of 200 new locations by the end of 2019. O'Reilly is uniquely poised for growth as it pursues an aggressive strategy of capturing both Retail sales and Professional customer accounts.

Dun & Bradstreet number:

03-114-1534

Company's organizational chart of those individuals that would be involved in the contract:

- Roanen Barron, Senior Bid Analyst – Contract, Pricing and Services
- Ernie Hamilton, Bid Analyst II – Reporting and Account Maintenance
- Misty Burge, Bid Analyst I – Purchase Orders
- O'Reilly has thousands of sales force team members and store managers nation-wide that would be involved in promoting this contract through daily customer interactions. If O'Reilly is awarded the contract, we would be happy to provide this information as well, if desired.



Corporate office locations:

O'Reilly Auto Parts corporate offices are located at 233 S. Patterson, Springfield, MO. 65802

O'Reilly maintains more than 5,300 store locations and 29 distribution centers within 47 states within the US and has recently acquired interests in Mexico. All O'Reilly locations are corporately owned for consistency in availability, warranty, customer satisfaction and presentation. A list of locations by city and state can be found at <https://www.oreillyauto.com/locations>.

Standard payment terms:

O'Reilly offers a prompt payment discount of 2% 10, net 20 (excluding credit card payments).

Marketplace competition:

O'Reilly's competition consists of any automotive aftermarket dealer or retail outlet. Our most notable competitors are NAPA Auto Parts, Advance Auto Parts, Autozone, Pep Boys, Bumper-to-Bumper among others.

What sets O'Reilly apart?

O'Reilly is the dominant auto parts retailer in all of our market areas. From our roots as a single store in 1957 to our current size of more than 5,300 locations nation-wide, we've come a long way and we're still growing. We are enthusiastic, hardworking professionals who are dedicated to teamwork, safety/wellness and excellent customer service. We practice expense control while setting an example of respect, honesty and a win-win attitude in everything we do. Every one of our locations are company owned. This means, no matter where you are, in an O'Reilly store you get the same great level of customer care and commitment from our team members along with unmatched availability of parts and nation-wide warranty coverage.

How will O'Reilly market this contract if awarded?

O'Reilly will utilize our sales force, consisting of more than 700 territory sales managers along with hundreds of Service Specialists, to promote this contract. Each one of these team members works in a different markets and are required to make a certain number of sales calls each day. Part of their responsibility is to help our Public Sector customers become aware of the Cooperative Purchasing programs available to them through O'Reilly. We have a direct link from our professional customer portal that allows customers to access the NCPA registration page. We will promote NCPA at all of our trade shows that we attend across the United States.



How will O'Reilly introduce NCPA internally?

O'Reilly has been an NCPA vendor for several years now. We will continue to provide awareness regarding our relationship with NCPA through:

- Bi-Weekly Conference Calls with Sales Team Members
- Weekly and Monthly Internal Publications
- E-mails and phone calls to Sales team members
- Consultations with Sales team members and customers through our Public Sector Sales Support team
- Internal Training Courses
- Intranet content to help educate and guide our team members in the conversations with customers
- Flyers

Online catalog/ordering website capabilities and functionality:

With the O'Reilly online customer portal, located at www.firstcallonline.com, you get access to our online catalog/ordering website. FirstCallOnline is specifically designed and built to meet the needs of our professional customers whether in the private or public sectors. FirstCallOnline gives you access to more than 2.3 million parts and over 6,200 part types. With FirstCallOnline, customers can utilize a number of useful tools:

- Parts Interchange and Application Look up
- Parts Ordering & History
- Surrounding Store and DC part availability
- VIN Scan capability
- Canned or Package jobs
- Vehicle documents
- Component locations
- Wiring Diagrams
- Installation instructions
- Technical service bulletins
- Vehicle guides
- Vendor documents
- Warranty information
- Special offers and custom programs
- View and Pay Statements
- Stock order replenishment

Customer Service:

Depending on the issue, O'Reilly will utilize our local stores as contacts for most customer service issues. This give the customer the benefit of our extended operating hours which go well beyond the typical work day hours as well as support on weekends. The local store will have the relationship with the customer and will be able to handle most issues. In the event a local store cannot satisfy the needs of the customers, the customer may reach out to our customer satisfaction department at our corporate offices in Springfield, MO. by calling 888-874-6759 Option 4. Their hours are as follows:

233 South Patterson Ave. Springfield, MO 65802 • 888-876-6759 (ORLY) • www.OReillyAuto.com



- Spring, Summer & Fall – 7:00 AM to 8:00 PM (Central Time Zone)
- Winter – 7:00 AM to 7:00 PM (Central Time Zone)

Vendor Certifications

N/A

Green Initiatives



ENVIRONMENTAL SUSTAINABILITY



6,749,800 RECYCLED
LEAD-ACID BATTERIES



1,760,000 RECYCLED
USED MOTOR OIL FILTERS



7,744,190 GALLONS RECYCLED
USED MOTOR OIL

Living Green at O'Reilly Auto Parts

Our business is one that fits naturally with environmental sustainability. We Live Green at O'Reilly Auto Parts by helping you keep your cars running efficiently, extending miles per gallon and extending the life of your car. Each day, our Team Members conserve resources and reduce operating costs through recycling and intentional energy conservation. We offer convenient drop-off locations for used oil, oil filters, batteries, radiators and other parts as well as other programs that remove hazardous waste from our environment. Our environmental awareness includes actions taken across the spectrum of our operations from Corporate Offices, Distribution Centers and Stores to our Delivery Fleets and Solar Project initiatives.



Living Green at O'Reilly Corporate Offices:

- High efficiency HVAC units.
- Office lighting motion sensors.
- LED lighting (approximate 40% energy savings in corporate office expansion with retrofit of other office space planned).
- Installation of Low-E glass in corporate office buildings (approximate 25% energy savings).
- Energy management system to efficiently control heating, cooling and lighting.
- Toner cartridge recycling
- Recycling old computers, monitors and printers

O'Reilly Corporate Office Recycling Efforts:

Recycled in 2018

Approximate Recycled

Equivalent Savings

Paper (office paper, magazines and newspapers)

279 - Tons

4,800 trees, 70,000 lbs CO2 absorbed, 1,140,000 kWh energy, 105,000 gallons of oil, 930 cubic yards of landfill space, 1,950,000 gallons of water, 17,000 pounds less air pollutants, 75% energy savings vs. new paper



Living Green at O'Reilly Distribution Centers:

- Newer DCs use LED lighting (approximate 40% energy savings) and older DCs are transitioning to LED lighting.
- Newer DC roofs are white Duralast Membrane for solar reflectivity with R30 insulation general
- Installation of WattStopper motion sensors on internal lighting.
- Installation of external lighting photo sensors a timed industrial fans.

O'Reilly Distribution Centers Recycling Efforts:

Recycled in 2018	Approximate Recycled	Equivalent Savings
Cardboard (baled/compacted)	10,953 - Tons	186,000 trees, 2,700,000 lbs CO2 absorbed, 4,300,000 kWh energy, 504,000 gallons of oil, 99,000 cubic yards of landfill space 24% energy savings vs. new cardboard
Pallets (recycled and returned to Suppliers)	1,065,835 - Pallets	133,000 trees, 2,000,000 lbs CO2 absorbed annually
Paper (office paper, magazines and newspapers)	98 - Tons	1,700 trees, 25,000 lbs CO2 absorbed, 402,000 kWh energy, 37,000 gallons of oil, 300 cubic yards of landfill space, 690,000 gallons of water, 5,900 pounds less air pollutants, 75% energy savings vs. new paper
Metal (rotors, brake pads, radiators, etc.)	10,937 - Tons	7,000,000 kWh energy, 830,000 gallons of oil, 44,000 cubic yards landfill space, 25% energy savings vs. new metal
Plastic (shrink wrap and strapping)	274 - Tons	1,600,000 kWh energy, 188,000 gallons of oil, 8,000 cubic yards c landfill space, 88% energy savings vs. raw materials
Wood scrap (not pallets)	22 - Tons	350 trees, 5,000 lbs CO2 absorbed
Totes (high quality recyclable plastic)	303 - Tons	1,700,000 kWh energy, 208,000 gallons of oil, 9,000 cubic yards c landfill space, 88% energy savings vs. raw materials
Industrial Batteries	139 - Tons	



Living Green at O'Reilly Distribution Centers Delivery

Fleet:

- Onboard computers monitor driver behavior and vehicle performance resulting in fuel savings.
- Routing system minimizes miles driven between DC and stores.
- On-going driver scorecards and coaching to reinforce actions that reduce fuel usage.
- Tractor mix purchases that minimize fleet fuel usage.
- Advanced air fairing package on tractors to reduce fuel usage.



Living Green at O'Reilly Auto Parts Stores:

- Replacing less fuel efficient and higher CO2 producing delivery vehicles with more fuel efficient models.
- Installation of high efficiency HVAC units with 33% energy savings over previous HVAC units
- Installation of Low-E window glass (approximate 25% energy savings).
- Installation of interior and exterior LED lighting (approximate 40% energy savings) with reduced landfill materials.
- Energy management system to efficiently control heating, cooling and lighting (approximate 20% energy savings).
- Core product returns are collected for remanufacturing (alternators, starters, A/C Compressors, etc.).
- Waste bucket program that segregates damaged or leaking chemical containers for proper disposal.
- Reduced use of single use plastic bags in selected states.



- Dumpster lid locking program to control hazardous waste disposal at O'Reilly locations (in selected states)
- Enhanced training to facilitate recognition and enhanced management of hazardous and universal waste. (in selected states)
- Enhanced waste bucket program that includes neutralized lead acid battery electrolyte. (in selected states)
- Trash bag inspection program to ensure segregation of bucket program and other special handling programs. (in selected states)
- Drain box program to enhance used oil collection containers and maximize recycling of used oil. (in selected states)
- Third party dumpster audits to ensure proper handling and disposal of waste and universal waste. (in selected states)

O'Reilly Store Recycling Efforts:

Recycled in 2018	Approximate Recycled	Equivalent Savings
Consumer Vehicle Lead-Acid Batteries	6,749,800 batteries	171,000,000 lbs recycled lead, 35% energy savings vs. new metal, 340,000 cubic yards of landfill space, 20,000,000 lbs recycled plastics 88% energy savings vs. raw materials
Used Motor Oil Filters	7,056 - 55 gallon drums	1,760,000 uncrushed filters, 1,760,000 lbs recyclable steel, 138,000 gallons residual oil, 344,000 quarts new motor oil, equivalent 5,800,00 gallons crude oil
Used Motor Oil	7,744,190 gallons	19,400,000 quarts new motor oil, Equivalent 325,000,000 gallons crude oil, 67% less energy to refine vs. crude

Not all recycling services are offered at every location. **Check your local store for available services and more details.**



O'Reilly Solar Initiatives:

O'Reilly Auto Parts currently has a total of 4,246 solar panels in use. As a result, it is expected for the solar panels to produce approximately 2,100,000 kWh of electricity annually which translates to approximately 200 average U.S. households electrical energy needs met, or an offset of approximately 176,675 gallons of gasoline consumed.

- Solar panels were added to selected stores in Southwest Missouri in 2015.
- Solar panels were added to selected stores in South Carolina in 2017.
- Solar projects are under review for stores in Hawaii and North Carolina.
- Solar projects are under review for our Corporate Headquarters and select Distribution Centers.



O'Reilly Solar Investments:

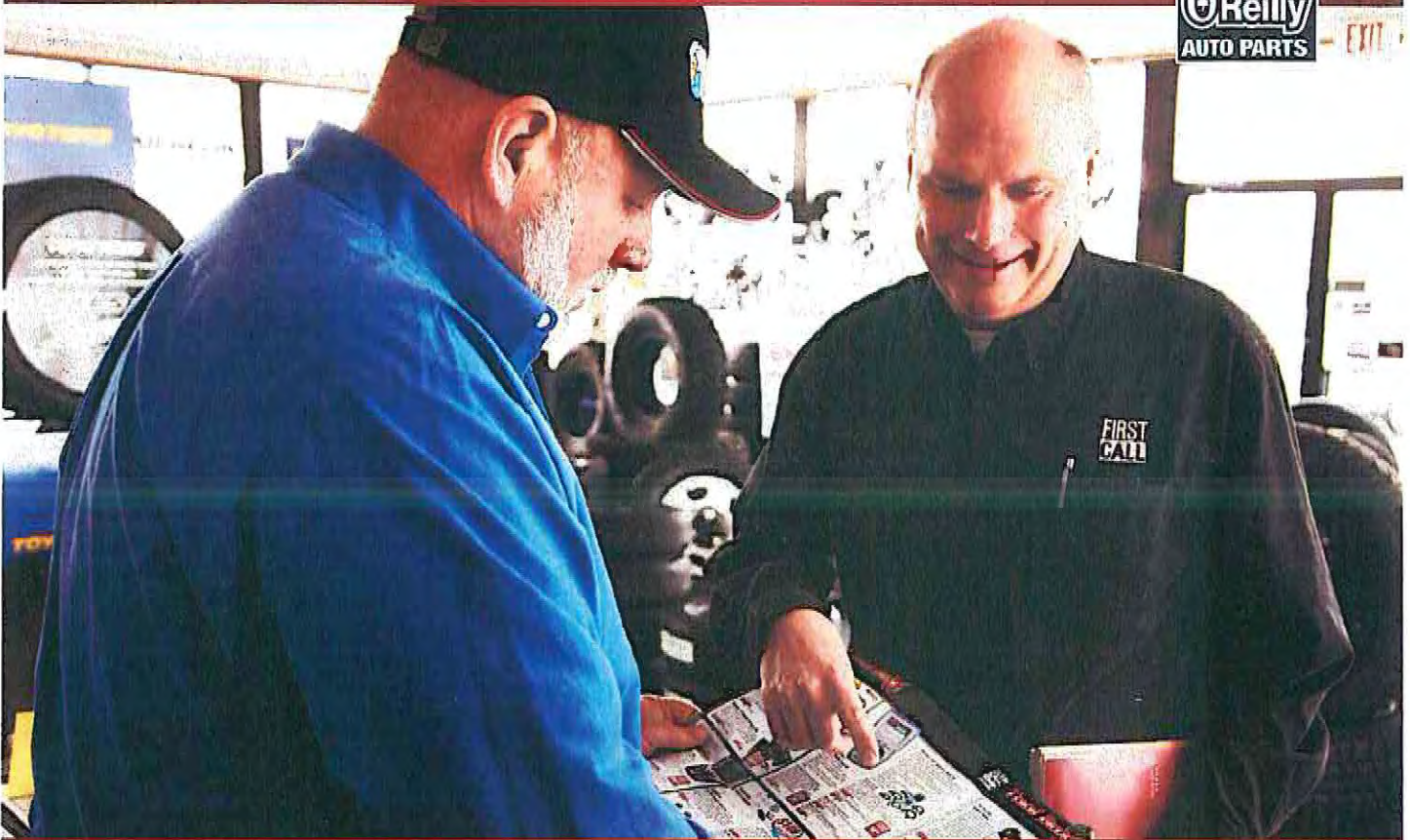
During 2018 O'Reilly became the lone investor in six North Carolina solar farms with a total of 147,822 solar panels in use. As a result, it is expected the solar panels will produce approximately 52,000,000 kWh of electricity annually which translates to meeting approximately 5,000 average U.S. households electrical energy needs, or an offset of approximately 4,100,000 gallons of gasoline consumed.



Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Automotive Parts categories. List all categories along with manufacturer that you are responding with:
 - ◆ Accessories - Interior & Exterior
 - Air Conditioning
 - Battery & Accessories
 - Belts & Hoses
 - Body & Trim
 - Brakes
 - Charging & Starting
 - Cooling & Heating
 - Engine Parts & Mounts
 - Exhaust
 - Filters & PVC Valves
 - Fuel & Emissions
 - Hardware & Fasteners
 - Ignition & Tune-up
 - Lighting & Electrical
 - Oil, Fluids & Chemicals
 - Performance
 - Suspension & Steering
 - Tire & Wheel
 - Tools & Shop Equipment
 - Transmission & Transaxle
 - Truck & Towing
 - Waxes & Washers
 - Wiper Blades
 - Additional Products
- ◆ In your response, please describe your company's procedures for the following:
 - Battery and Radiator Core Charges (including pick-up & delivery)
 - Delivery Time for stock and non-stock parts
 - Delivery Time for emergency parts
 - Return Policy
- ◆ In your response, please describe your company's procedures for the following services if offered
 - Used Oil and Battery Recycling
 - Battery Testing
 - Custom Hydraulic Hose
 - Electrical & Module Testing
 - Loaner Tool Program
 - Drum/Rotor Resurfacing
 - Machine Shop
 - Paint Shop & Mixing

The **FirstCall** Factor



- A full line of the highest quality auto parts
- Consistent competitive Installer pricing
- Same day or overnight delivery from our distribution centers
- Dedicated Sales Representatives
- Unidentified delivery truck service from our store to your door
- Professional Parts People
- Tool and shop equipment supplier
- Certified Auto Repair Membership
- 2% charge account discount when remitted by the 10th each month
- Mitchell1 Shop Management System plus earnbacks
- FirstCall Online - online parts ordering with earnbacks
- Extended hours of service
- Technical and business management training
- On-demand daily returns pick up
- Monthly specials and promotions for the professional only

**CHECK
ENGINE**

What O'Reilly FirstCall **DOES NOT** offer...

In-store diagnosing of engine codes. O'Reilly First Call recognizes that your customer's safety can depend on professional diagnostics and quality parts. In our eyes, when it comes to diagnosing engine codes, we leave that to the Professional Installer.

Over 60 Years of Service to the Professional

Programs Designed for the Professional

We are committed to helping you grow, train and market your shop. Electronic online ordering, professional training programs and marketing services are just a few of the many reasons why you should make O'Reilly Auto Parts your FirstCall for Auto Parts.



Everything you need to grow and market your business. Featuring:

- Nationwide Warranty Program
- Discounted shop insurance
- Custom signage
- Shop training
- ASE Certification reimbursements and more!



Designed to give you a quick and easy ordering method. Now with multiple search options, images, and OE information. Simply log on, look up and order the parts you want.

www.firstcallonline.com



Training is an investment in the future. All O'Reilly Real World Training clinics are 100% technician training, delivered by the best instructors in the country. Last year alone, over 10,000 technicians attended one or more Real World Training clinics. Ask your sales person for more details and a list of classes in your area.



Shop Management Software, Labor Estimating Guides and automatic repair information. O'Reilly Auto Parts and Mitchell1 are on the leading edge of combining electronic parts look-up and ordering into superior management products.





Tab 5 – Products and Services

Automotive Parts Categories offered by O'Reilly:

- Air Conditioning
- Battery & Accessories
- Belts & Hoses
- Body & Trim
- Brakes
- Charging & Starting
- Chassis
- Cooling & Heating
- Driveline
- Electrical
- Engine Parts & Mounts
- Exhaust
- Filters & PVC Valves
- Fuel & Emissions
- Hardware & Fasteners

- Ignition & Tune-up
- Interior Accessories
- Lighting & Electrical
- Oil, Fluids & Chemicals
- Paint & Body Supplies
- Performance
- Shop Supplies
- Suspension & Steering
- Tire & Wheel
- Tools & Shop Equipment
- Transmission & Transaxle
- Truck & Towing
- Waxes & Washers
- Wiper Blades
- Fleet & Heavy Duty

We have also included a copy of our 2019 Line Card at the end of this section.

Procedures:

- Battery and Radiator Core Charges (Including pick-up & delivery) – Core pick-ups will occur as needed; hourly, daily or weekly. O'Reilly will tailor the pick-up schedule to meet the needs of each agency. Cores will be credited on the same day they are received. Any core that is damaged or returned in an otherwise non-recoverable condition will not receive credit for the core charge.
- Delivery – Delivery times vary by store and customer location as we have some customers in rural areas that may be several miles away from a servicing store. All O'Reilly stores receive nightly stock replenishment deliveries from our distribution centers Monday-Friday. Typically, most stock items are delivered within one hour. Most non-stock items can be delivered within 1-2 business days. Special or factory orders will be delivered by appointment according to the lead time and availability of the manufacturer.
- Emergency Delivery - "Hot Shot" or emergency delivery is available upon request at no additional charge. Delivery times will vary by store and customer location. Most deliveries will be within one hour. When emergency delivery is required, we move their delivery ahead of any other scheduled deliveries.



- Return Policy – O'Reilly will give full credit of the purchase price for items that are returned unused, undamaged, in original packaging and in resalable condition. A 20% restocking fee may apply, at store manager's discretion, for return of damaged, obsolete or non-resalable items. All returns will be picked up within seven days of notification by either writing, fax or email.

Value Add Services:

- Used Oil and Battery Recycling - O'Reilly uses Safety Kleen as a vendor to recover all of our used oil. Customers may go to any O'Reilly location and dispose of, up to 5 gallons of oil per day, free of charge. It is required that containers are returned to customers. They are required to sign a log with the quantity they are recycling. Environmental laws can vary by state and city and in some urban locations some stores cannot recycle oil. It is best to contact your local store for details. Batteries are also recycled at no charge at participating locations.
- Battery Testing – Customers can bring in their battery to most O'Reilly stores for a complete diagnostic check at no charge. The local store will determine if the battery is about to fail or if it is completely dead. Customers are encouraged to contact their local store to see if that store participates.
- Custom Hydraulic Hose – O'Reilly has hoses and fittings to fill most needs customers may have. Custom-made hydraulic hoses can currently be made at participating locations. Customers are encouraged to contact their local store to see if that store participates.
- Electrical & Module Testing – We can test your alternator on or off your vehicle to determine where you may have a problem. Most locations are also able to test starters. Customers are encouraged to contact their local store to see if that store participates. NOTE: Ignition control module testing is prohibited by law in California and Hawaii.
- Loaner Tool Program – The loaner tool program is available at all O'Reilly locations. The tool offering is broad enough to cover just about any job. The program does require a deposit which is fully refunded once the tool is returned. Tool availability will vary from store to store so we would encourage customers to contact their local store for a complete list of loaner tools.
- Drum/Rotor Resurfacing – Most of our locations will turn vehicles drums or rotors and will do it while you wait. We have trained team members in our stores that can resurface these high-wear items. Customers are encouraged to call their local store when this service is needed.
- Machine Shop – If customers are into building their own engine, or if their repair shop needs to have something machined, one of our specialized machine shops can help. These shops have the ability to refurbish crankshafts, cylinder heads, blocks, and more with only a few days turnaround time in the shop's general vicinity. Customers are encouraged to contact their local store to see if that store participates.
- Paint Shop & Mixing – Participating stores have a full-line automotive, fleet and industrial paint supplies along with a huge inventory of auto body supplies, tools and collision repair equipment. They stock industry leading products such as 3M, Evercoat, Hutchins, Nason, Sata and many other quality lines. Products vary by market and location. Customers are encouraged to contact their local store to see if that store participates.



2019 LINE CARD

UNMATCHED AVAILABILITY

- The highest quality auto parts
- Premium auto body refinishing materials
- The latest import and domestic applications
- Professional quality tools and equipment
- Fleet and heavy-duty parts and accessories
- Shop supplies, cleaners, lubricants, fluids and more

PARTS | PAINT & BODY | FLEET | TOOLS | CHEMICALS

**MAKE US YOUR FIRST CALL
FOR ALL YOUR REPAIR NEEDS**

QUALITY AUTO PARTS

Air Conditioning

Dorman Products	A/C Bypass Pulleys
Import Direct	Temp Actuators
Interdynamics	Compressors
Murray	Oils & Refrigerants
Standard	Compressors & Condensers
Tracer Products	Relays & Resistors
	Leak Detection

Brakes

AI Cardone	ABS Modules
Bosch	Rotors
BrakeBest	Brake Boosters
	Brake Calipers
	Brake Hardware
	Brake Hoses
	Brake Pads
	Caliper Brackets
	Heavy-Duty Brake Parts
	Heavy-Duty Brake Shoes
	Motorcycle Pads
	Reman Master Cylinders
	Wheel Cylinders & Kits
BrakeBest Select	Brake Pad Wear Sensors
	Brake Pads & Shoes
	Calipers
	Ceramic Brake Pads
	Drums
	New Master Cylinders
	Rotors
Dorman Products	ABS Sensors & Toner Rings
Edelmann	Brakelines & Fittings
Import Direct	OE Import Brake Pads
KIC	MD/HD Drums
MICO	Brake Locks
Performance Friction	Brake Rotors
	Motorcycle Pads
	Severe-Duty Brake Pads
	ABS Sensors
Standard	OEx Brake Pads
Wagner	ThermoQuiet Brake Pads

Chassis

Dorman Products	Torsion Bars
Import Direct	Chassis Parts
	Control Arms
	Steering & Suspension
MasterPro	Control Arms/Chassis Parts
MDOG	Chassis Parts
Precision	Control Arms
Specialty Products	Alignment Products

Cooling

FLEX-A-LITE	Fans
Gates Corporation	Belt Tensioners
	Belts & Hoses
Import Direct	Hydraulic Hose & Fittings
	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Water Pump Timing Kits
MasterPro	Water Pumps
	Belts & Hoses
	Hose Clamps
Murray	Water Pumps
	Blower Motors
	Cooling Fan Assemblies
	Fan Clutches
	Heater Cores
	Radiator Caps
	Radiators
	Thermostats
	Water Pump Kits
VDO	Water Pumps
	Fan Motors

Driveline

Dorman Products	CV Boots
	Differential Covers
	Transfer Case Motors
Import Direct	New CV Shafts
MasterPro	Bearings & Seals
	Drive Shafts
	Hub Assemblies
	Prop Shafts
	U-Joints & CV Shafts
National	Bearings
	Seals

Driveline (continued)

Power Torque	Axle Kits
	Clutch Hydraulics
	Clutches & Flywheels
	Complete Rear Axles
	Differential Parts & Kits
	Filter Kits
	Hydraulics
	Ring & Pinion Kits
Precision	Transfer Cases
	ATV CV Shafts
	Carrier Bearings
	Hub Assemblies
	New CV Shafts
	U-Joints
Spicer	4x4 Offroad Products
	HD U-Joints
	Ring & Pinion Sets
	U-Joints

Electrical

Bestest	Starters & Alternators
Conduct-Tite	Accessories
	Butt Connectors
	Electrical Testing Tools
	Terminals
	Wiring
Dorman Products	Climate Control
	Hybrid Batteries
	Instrument Clusters
	Switches
Import Direct	Coil On Plug Boots
	Wire Sets
Littelfuse	Circuit Breakers
	Fuses
Lockworks	SGF Smart Glow
Novita	Ignition Locks
	Flashers
Performance Tools	Lighting Modules
Standard	Multimeters
	Battery Cables & Accessories
	Primary Wire Switches
	Switches & Sensors
Super Start	AG, Lawn & Garden Batteries
	AGM Batteries
	Automotive Batteries
	Battery Accessories
	Booster Cables
	Commercial Batteries
	Emergency Lighting Batteries
	Floor Scrubber Batteries
	Golf Cart Batteries
	Marine Batteries
	Powersports Batteries
Teckpak Filtzall	Shims
	Solenoids
Ultima	Alternators
	Starters
Ultima Select	Coil On Plug Boots
	New Alternators
	New Starters
	Wire Sets
Wilson	Alternators
	Starters

Engine

Clevite	Bearings
Cloyes	Timing Components
Crankshaft Rebuilders	Remanufactured Crankshaft Kits
Dorman Products	Drain Plug Gaskets
	Drain Plugs
	Fluid Lines
	Fluid Reservoirs
	Harmonic Balancers
	Manifolds - Intake & Exhaust
	Timing Covers
	VVT Components
Fel-Pro	Gaskets
Gates Corporation	Timing Belt Kits
Mahle	Gaskets
	Pistons & Rings
Melling	Camshafts
	Oil Pumps
	Valvetrain Components
Power Torque	Cylinder Heads
	Engines
	Motor Mounts
Primeline	Small Engine Parts
Spectra Premium	Oil Pans

Engine Management

AI Cardone	Distributors
	Electronics - ECMS
	Vacuum Pumps
ACDelco	Ignition
	Spark Plugs
	Wire Sets
Autolite	Glow Plugs
	Spark Plugs
Blue Streak Electronics	Mass Air Flow Sensors
Bosch	Oxygen Sensors
	Spark Plugs
Champion	Spark Plugs
Denso	Oxygen Sensors
	Spark Plugs
Dorman Products	Accelerator Pedal Position Sensors
	Air Filter Boxes
	Air Intake Hoses
	Camshaft Synchronizers
	Instrument Clusters
	Spark Plug Tubes
	Spark Plugs
E3	Coil On Plug Boots
Import Direct	Engine Management Sensors
	Ignition Coils
	Wire Sets
MasterPro	Electronics/ECM
	Ignition
MicroGard	PCV Valves
Motorcraft	Ignition
	Spark Plugs
NGK	Spark Plugs
NTK	Oxygen Sensors
OmniSpark	Ignition Wires
Spectra Premium	Ignition Distributors
Standard/Intermotor	Engine Management Sensors
	Ignition
Ultima Select	Coil On Plug Boots
	Wire Sets

Exhaust

Dorman Products	Exhaust Manifolds
MagnaFlow	Cat Backs
	Catalytic Converters
Nickson	Chrome Tips
	Exhaust Accessories
Spectre Performance	Stainless Tips
Thrush	Performance Mufflers
Walker	Exhaust Accessories
	Exhaust Pipe
	Mufflers
	Resonators

Exterior Accessories

Budge	Car Covers
Custom Accessories	Wheel Covers
Dorman Products	Bolts & Nuts
	Door Handles
	Door Hardware
K-Source	Exterior Mirrors
	Replacement Glass
Stabilus	Lift Supports

Filters

ACDelco	Air Filters
	Fuel Filters
	Oil Filters
Bosch	Oil Filters
Fram	Oil Filters
K & N	Air Filters
	Cabin Air Filters
	Cold Air Intake Filters
	Oil Filters
MicroGard	Air Filters
	Cabin Air Filters
	Fuel Filters
	Oil Filters
	Oil Filters
	Oil Filters
	Air Filters
	Fuel Filters
	Oil Filters
	Oil Filters
Power Torque	Transmission Filter Kits
Prime Line	Small Engine Filters
Pro-Tec	Oil Filters
Sierra	Marine Filters

TRICO

RODINAR

BOSCH
Invented for life

FELPRO

TRANSTAR
AUTOMOTIVE TECHNOLOGIES, INC.

ACDelco

ULTIMA

WAGNER

Filters (continued)

WIX
Air Filters
Cabin Air Filters
Fuel Filters
Hydraulic Filters
Oil Filters

Fuel

AI Cardone
Bosch
Dorman
Gates
Import Direct
Precision
Standard/Intermotor
Stant
Throttle Bodies
Throttle Bodies
Fuel Lines
Fuel Hoses
Fuel Pumps
Throttle Bodies
Fuel Pumps
Fuel Filler Necks
Fuel Tank Straps
Fuel Tanks
Sending Units
Fuel Injectors
Injector Pumps
Throttle Bodies
Fuel Caps

Interior Accessories

AI Cardone
Custom Accessories
Dorman Products
Sachs
Window Lift Motors
Floor Mats
Heavy-Duty Seat Covers
Clock Springs
Gauges
Impact Sensors
Interior Door Handles
Power Seat Motors
Tachometers
Vent Window Motors
Window Lift Motors
Window Regulators
Window Switches
Lift Supports

Lighting

ANZO
Dorman Products
Ecco
Eiko Lighting
nVision
Optronics
Sylvania
TYC
Wolo
Performance Lighting
3rd Brake Light
Safety Lighting
Emergency Lighting
Headlight Capsules
Mini-Bulbs
Fog Lights
Driving Lights
LED Light Bars
Trailer Lights
Headlight Capsules
HID Bulbs
LED Mini-Bulbs
Mini-Bulbs
Sealed Beams
Lighting Assemblies
Safety & Emergency Lighting

Ride Control

Arnott
KYB
MasterPro
Monroe
Rancho
Air Suspension
Shocks
Struts
Strut Mounts
Complete Strut Assemblies
Shocks
Struts
Shocks

Steering

Cardone Select
Dorman Products
Import Direct
MasterPro
MOOG
Precision
New Power Steering Pumps
Intermediate Steering Shafts
Steering Knuckles
Sway Bars
Power Steering Hose
Fittings
Pumps & Gears
Rack & Pinions
Steering Gears
Steering Parts
Power Steering Hose

Tire & Wheel

Dorman Products
Laclede
Perfect Equipment
Schrader
VDO
X-tra Seal
Wheel Studs & Nuts
Tire Chains
Wheel Weights
TPMS Sensors
TPMS Sensors
Tire Repair Products
Valve Stems

Visibility

AI Cardone
Bosch
Dorman Products
K-Source
Rain-X
Sylvania
Trico
Wiper Motors
Wiper Blades
Wiper Transmissions/Arms
Interior/Exterior Mirrors
Wiper Blades
Bulbs
Wiper Blades/Arms

FLEET & HEAVY-DUTY**Air Conditioning**

Murray
Blower Motors
Climate Control

Brakes

Bendix
BrakeBest Heavy-Duty
BrakeBest Select
Gates Corporation
Globetech Mfg.
KIC
MICO Incorporated
Performance Friction
Tectran
Wagner
World American
Brake Pads
Air Dryers
Air Valves
Brake Boosters
Brake Calipers
Brake Chambers
Brake Hardware
Brake Hoses
Brake Pads
Brake Shoes
Compressors
Master Cylinders
Spring Brakes
Trailer Brakes
Wheel Cylinder Kits
Wheel Cylinders
Drums
Electric Trailer Brake Shoes
Rotors
Air Brake Tubing
Fittings
HD Brake Parts
Trailer Parts
Brake Drums
Brake Locks
Air Disc Brakes
Severe-Duty Pads
Severe-Duty Rotors
Air Products
Brake Pads
Brake Hardware

Chassis

MOOG
Chassis

Cooling

Dorman Products
Gates Corporation
Hayden
MasterPro
Murray
Coolant Tanks
Coolant Tubes
Belts
Hoses
HD Belt Tensioners
Fans
Water Pumps
Cooling Fan Assemblies
Gaskets
Radiator Caps
Thermostats
Water Pumps

Diesel Exhaust Fluid

O'Reilly
Peak
Diesel Exhaust Fluid
BlueDEF Diesel Exhaust Fluid
Diesel Exhaust Fluid Equipment

Drivetrain

Dual Dynamics
Monroe
National
Perfect Equipment
Power Torque
Precision
Schrader
World American
Tire Equalizers
Shocks
Bearings
Hub Caps
Installation Tools
Seals
Wheel Weights
AT/MT Transmissions
Clutch Kits
Transfer Cases
PTO Components
U-Joints
Yokes
TPMS
Air Springs
Clutches
Wheel Attaching Parts

Electrical

Cole Hersee
Conduct-tite
Littellfuse
Novita
Standard
Super Start
Tectran
Wilson
Electrical Parts
Butt Connectors
Switches
Terminals
Circuit Breakers
Fuses
SGF
Flashers
Battery Accessories
Battery Cables
Primary Wire
Switches & Relays
Batteries
Battery Accessories
Booster Cables
Commercial Batteries
Electrical Products
Alternators
DC Motors
Starters
Motor Mounts
Gaskets
Diesel Engine Components
Diesel Engine Kits
Engine Kits
Harmonic Balancers
Engine Kits
Oil Pans
Engine Heaters

Engine Management

AI Cardone
Autolite
Champion
Dorman Products
Import Direct
Standard
Ultima Select
Brake Boosters
Brake Calipers
Injectors/Turbos
Glow Plugs
Glow Plugs
Instrument Clusters
Ignition Wires
Ignition & Switches
Relays
Solenoids
Wire Sets

Exhaust

Magnaflow
Nickson
ROL-Tech
Walker
Catalytic Converters
Exhaust Accessories
Exhaust Accessories
Exhaust Mufflers & Pipes

Exterior Accessories

Dorman HD Parts
Globetech Mfg.
K-Source
Tectran
Door Handles
Headlights
Hood Springs
Mud Flaps
Mirrors
Air Tanks

Filters

MicroGard
WIX Filters
PCV
Air Filters
Cabin Filters
Fuel Filters
Oil Filters

Fuel

Gates
Howes
Import Direct
Lucas
Peak
Power Service
Precision
SPI
Standard
Stant
Fuel Hoses
Diesel Fuel Supplement
Fuel Pumps
Diesel Additives
BlueDEF Diesel Additives
Diesel Additives
Fuel Pumps
Fuel Tanks
Sending Units
Fuel Injectors
Injector Pumps
Fuel Caps

Interior Accessories

Carrand
Dorman HD Parts
Fans
Door Handles
Fans



Lighting

Dorman Products	3rd Brake Lights
Ecco	Safety Lighting
Eiko Lighting	Headlight Capsules
	Mini-Bulbs
Optronics	Trailer Lighting
Sylvania	Headlight Capsules
	LED Mini-Bulbs
	Mini-Bulbs
	Sealed Beams
TYC	Lamp Assemblies
Unity	Vehicle Spot Lights
Wolo	Emergency Lighting

Lubrication

BP Autran Oil	Allison-approved Synthetic ATF
Chevron	Delo HD Diesel Engine Oil
Lucas Oil	Fuel Additives
	Gear Oil
	Grease
	Hydraulic Fluid
	Oil Additives
Green Grease	Grease
MasterPro	Grease
Mobil	Delvac HD Diesel Engine Oil
	Grease
Motorcraft	HD Diesel Engine Oil
Mystik	Grease
	HD Diesel Engine Oil
	HD Diesel Engine Oil
O'Reilly	Grease
Royal Purple	Rotella HD Diesel Engine Oil
Shell	Grease
Valvoline	Premium Blue HD Diesel Engine Oil

Ride Control

Monroe	Cab Shocks
	HD Shocks
World American	Air Bags
	Suspension

Steering

Dorman Products	Air Bag Clock Springs
MasterPro	Pumps & Gears
	Racks & Pinions
Monroe	Steering Stabilizers
MOOG	Steering
Specialty Products	Alignment Products

Towing & Cargo Management

Ankra	HD Cargo Management
BrakeBest	Trailer Brakes
Hopkins	Towing Adapters
	Towing Connectors
Master Lock	Towing Security
Reese	Ball Mounts
	Balls
	Cargo Management
	Trailer Brake Controllers
	Trailer Hitches
	Towing Security
Tekonsha	Trailer Brake Controllers
Wolo	Backup Alarms

Visibility

303 Products	Washer Fluid Tablets
Al Cardone	Window Motors
	Wiper Motors
Bosch	Wiper Blades
K-Source	Mirrors
	Replacement Glass
	West Coast Mirrors
Orion	Flares
Rain-X	Windshield Washer Fluid
	Wiper Blades
Trico	Washer Pumps
	Wiper Blades
Sylvania	Bulbs
Windex	Windshield Washer Fluid

PAINT, BODY & EQUIPMENT

Abrasives

3M	Abrasives
Homax	Steel Wool
MasterPro Refinishing	Abrasives

Adhesives & Sealants

3M	Adhesives
	Metal Bonding
	Plastic Repair
	Structural Adhesives
SEM	Adhesives

Body Fasteners

Disco	Automotive Hardware
Heli-Coil	Pop Rivets

Body Fillers

3M	Spreaders
Bondo	Fillers
	Spreaders
	Fillers
Clausen	Body Supplies
Dynatron	Fillers
Evercoat	Putties
MasterPro Refinishing	Body Plastics
U-Pol	Body Fillers

Detailing

3M	Compounds
Gerson	Tack Rags
MasterPro Refinishing	Compounding Pads
	Polishing Pads
	Cleaners
	Foam Pads
	Polishes
	Waxes
Mothers	Appearance Products
RBL	Detailing Products
Sontara	Wiping Systems
Superior Products	Cleaning Products
	Detailing Products

Masking Paper & Tape

3M	Striping Tape
Marson	Wheel Maskers
MasterPro Refinishing	Masking Papers
	Plastic Sheeting
RBL Products	Masking Products

Paint Guns & Accessories

3M	PPS - Adapters, Cups & Lids
Binks	Spray Equipment
DeVilbiss	Spray Equipment
SATA	Spray Equipment
Sharpe	Spray Equipment
Vaper	Paint Guns

Paint Mixing/Measuring

E-Z Mix	Mixing Buckets
	Mixing Cups
Gerson	Paint Strainers

Preps & Primers

Clausen	Primers
MasterPro Refinishing	Primers
	Reducers
	Thinners
Nason	Primers
	Reducers
Transtar	Primers
	Reducers
U-Pol	Primers

Safety & Protection

SAS Safety Corp	Eye/Face Protection
	Hearing Protection
	Latex/Nitrile Gloves
	Spray Hoods

Shop Equipment

AFC Finishing Systems	Mix Rooms
	Paint Booths
	Prep Stations
Blackhawk	Porto-Power
Challenger	Lifts
Champion	Air Compressors
Chief	Dent Repair
	Frame Pullers
	Spot Welder
Cyclone	Air Paint Shakers
Firepower	Plasma Cutters
	Welding Accessories
	Welding Helmets
	Welding Tools
Infratech	Curing Systems
Milton	Filters
	Gauges
	Lubricators
	Regulators
Motor Guard	Air Dryers
	Stud Guns
Robinair	A/C Equipment
Rotary	Lifts
Save Phace Welding	Welding Helmets & Accessories
Sharpe	Air Filters
Uni-Ram	Gun Cleaners
Viledon	Booth Filters

Specialty Coatings

Dupli-Color	Specialty Paint
Evapo-Rust	Rust Remover
Herculiner	Bed Liners
Klean-Strip	Paint Remover
Mar-Hyde	Body & Paint Supplies
MasterPro Refinishing	Paint Stripper
SEM	Paint & Body Products
	Specialty Paint
U-Pol	Bed Liners

Tools

Hutchins	Air Tools
	Hand Sanders
Ingersoll Rand	Air Tools
Keysco	Body Shop Tools
	Masking Machines
Milton	Air Accessories
Performance Tool	Air Tools
	Heat Guns
Pro MotorCar	Paint Thickness Gauge
	Prep Pen
	Touch Up Brushes
RBL Products	Air Accessories
S&G Tool Aid	Body Shop Tools
Steck Manufacturing	Body Shop Tools
Sunex	Air Tools
Titan Tools	Hand & Specialty Tools

Topcoats & Clearcoats

(Available in select markets)

Axalta	Refinishing Products
Dupli-Color	Aerosol Paint
	Touch-up Paints
Krylon	Aerosol Paint
MasterPro Refinishing	Activators
	Clears
Nason	Refinishing Products
PPG	Refinishing Products
SEM	Vinyl Paints
Sikkens	Refinishing Products
Spies-Hecker	Refinishing Products
Standax	Refinishing Products
Transtar	Refinishing Products

Visibility

K-Source	Mirrors
Motormile	Headlight Adjusters
TYC	Lenses
	Lighting Assemblies
Unity	Vehicle Spot Lights



TOOLS & EQUIPMENT

Diagnostics

Autel	Diagnostic Tools
Auto Meter	Test Equipment
Bosch	Diagnostic Tools
GreatNeck	Smoke Machines
MAHLE	Diagnostic Tools
Midtronics	Test Equipment
OTC	Diagnostic Tools
Pro Flex	Smoke Machines
Redline	Diagnostic Tools
Smoke Pro	Diagnostic Tools

Shop Equipment

ACDelco	Air Compressors Creepers Lifting Equipment Work Carts Sand Blasters
ALC	Brake Lathes
Ammco	Cargo Management
Ancra	Battery Chargers
Battery Tender	Extension Cords
Bayco	Reel Lights Shop Lights Spray Equipment
Binks	Creepers
Blackhawk	Lifting Shop Presses
Branlck	Nitrogen Machines Strut Compressors
Camspray	Pressure Washers
CEMB	Aligners Tire Changers Wheel Balancers
Challenger	Lifts
Champion	Compressors
ChemFree	Smart Washers
Chief	Frame Machines Measuring Systems Welders
Chilton	Labor & Repair Manuals
COATS	Lifts Tire Changers Wheel Balancers
Cool-Space	Portable Cooling
Crushproof	Shop Exhaust Systems
Custom Leathercraft	Work Gloves
DeVilbiss	Spray Equipment
Durham MFG	Cabinets
EnergyLogic	Fans Heaters
Extreme Tools	Toolboxes
Fill-Rite	Transfer Pumps & Meters
Firepower	Welding
Flexzilla	Air Hoses Air Tools
Forward Lifts	Extension Cords
GreatNeck	Lifts Evaporative Coolers
Hein-Werner	Fans Creepers
Heli-Coil	Lifting Shop Presses Riveters Thread Repair Kits

Shop Equipment (continued)

Highland	Aluminum Ramps
Hofmann	Aligners Brake Lathes Lifts Tire Changers Wheel Balancers
Hopkins	Funnels & Drain Pans
IPA	Specialty Tools
Ken-Tool	Bench Vises Tire & Wheel Tools Lubrication Oil Drains Creepers
Lincoln Industrial	Specialty Tools & Equipment
Lisle	Torches A/C Equipment Locks Gloves Tools & Test Equipment
Magna Torch	Air Fittings
MAHLE	Vehicle Service Equipment
Master Lock	Forced-Air Heaters
Mechanix Wear	A/C Tools & Equipment
Mityvac	Fans
Milton Industries	Shop Equipment
MotorVac	Inverters
Mr Heater	Evaporative Coolers
Murray	Air Compressors
OEM	On-the-Car Brake Lathes
OTC	Generators
Peak	Pressure Washers
PortaCool	Cargo Securing
Power Torque	Ramps
Pro-Cut	A/C Equipment
Pulsar	Lifts Gloves Safety Products
Reese	Spray Equipment
RhinoGear	Welding Helmets & Accessories
Robinair	Booster Pacs
Rotary	Professional Battery Chargers
SAS Safety Corp	Spray Equipment Air Tools Lift Equipment
SATA	Work Carts
Save Phase Welding	LED Worklights
Schumacher	A/C Instruments
Sharpe	Creepers
Sunex	Toolboxes Drum Dollies
TerraLux	Drill Bits Taps & Dies Specialty Tools
TIF Instruments	Air Tools
Traxion	Vise Grips & Tools
Waterloo	Hand & Specialty Tools
Wesco	Chisels Pry Bars Punches Air Dryers
Tools	Stud Guns
Century Drill & Tool	Specialty Tools Air Tools Specialty Tools
GearWrench	
Ingersoll Rand	
Irwin Industrial	
Kastar/Lang	
Mayhew	
Motor Guard	
OTC	
Performance Tool	

Tools (continued)

Power Torque	Hand Tools
S & G Tool Aid	Specialty Tools
Sheffield	Knives
Specialty Products	Alignment Tools
Sunex	Air Tools Impact Sockets Hand & Specialty Tools
Titan Tools	Leak Detection Tools
Tracer	Hand & Specialty Tools
UltraSteel	Blow Guns
Vaper	Inspection Cameras
Whistler	Air Accessories
X-tra Seal	Tire Repair TPMS Tools

SHOP SUPPLIES

2D/10 Products	Windshield Washer Fluid
3M	Paint and Body Products
Aiken Chemicals	Purple Power Degreasers Purple Power Hand Cleaners
AlumaSeal	Chemicals
Armor All	Protectants
Bar's Leaks	Additives
Bardahl	Chemicals
Beck/Arnley	Antifreeze Hydraulic Fluid Motor Oil Chemicals
Berryman	Bleche Wite
Black Magic	Sealants
Blue Devil	Appearance Chemicals
Blue Magic	Body Supplies
Bondo	Brake Fluid
BrakeBest	Brake Parts Cleaner Paint Wash Brushes
Brite Touch	Gear Oil Motor Oil
Carrand	Motor Oil
Castrol	Delo Motor Oil Fuel Additives
Champion Brands	Chemicals
Chevron	Fuel Tank Liner
CRC	Spray Paint
Damon	Appearance Chemicals
Dupli-Color	Oil Absorbent
Eagle One	Rust Remover
EP Minerals	Drawer Liners
Evap-O-Rust	Fender Covers
Fenco	Aerosol Tire Inflators
Fix-A-Flat	Corrosion Control and Lubricant
Fluid Film	Diesel Additives
FPFF	Lubricants
Free All	Sealers
Gasgacinch	Sealants
Gaszilla	Gates
Gates	Hose Clamps
Georgia-Pacific	Washroom Paper Towels
GOJO	Hand Cleaners
Gorilla Glue	Epoxy Super Glue
Green Grease	Tape Synthetic Grease



Shop Supplies (continued)

Gumout
Gunk

HEET
Hot Shot's Secret
Howes
Hy-Per Lube
Interdynamics
J-B Weld

Joe's
Johnsen's
K-Seal
K&W
Kafko

KO Manufacturing
Klean-Strip
Kleen-Flo
Krylon
Legacy Manufacturing
Lifter-I
LubeGard

Lubriplate
Lucas Oil

Marvel Oil
MasterPro

Mechanix Wear
Meguiar's

Mercury Quick Silver
Milton
Mobil 1

Mothers
Motorcraft

Motorkote
Mystik

National
Nature's Broom
No Touch
Nu Finish
O'Reilly

Oil-Dri
PB B'laster

Peak

Perfect Equipment
Pennzoll
Pentosin

Permatex

Chemicals
Chemicals
Floor Cleaners
Chemicals
Diesel Additives
Diesel Additives
Additives
A/C Refrigerants & Service
Cold Weld
Epoxies
Hand Cleaner
Chemicals
Sealant
Chemicals
Cleaner
Degreaser
Chemicals
Chemicals
Chemicals
Spray Paint
Flexilla Air Hoses
Cleaner
Power Steering Fluid
Transmission Additives
Grease
Chemicals
Diesel Additives
Grease
Motor Oil
Slick Mist - Detailers
Additives
2 & 4 Cycle Oil
Bar Chain Oil
Chemicals
Gear Lube & Grease
Gloves
Cleaners
Foam Pads
Polishes
Waxes
Marine Lubricants
Air Couplers & Fittings
Delvac Motor Oil
Motor Oil Synthetic
Grease
Appearance Chemicals
Brake Fluid & Additives
Motor Oil
Transmission Fluid
Oil Additive
Grease
Motor Oil
2 Cycle Marine Oil
Tape
Bio-based Oil Dry
Tire Care
Polish
Antifreeze
Brake Fluid
Brake Parts Cleaner
Car Wash
Carb & Choke Cleaner
Diesel Exhaust Fluid
Fuel Injector Cleaner
Motor Oil
Power Steering Fluid
Transmission Fluid
Windshield Washer Fluid
Oil Absorbent Products
Lubricants
Parts Wash
Penetrants
Antifreeze
BlueDEF Diesel Exhaust Fluid
BlueDEF Diesel Additives
Final Charge Antifreeze
Fleet Charge Antifreeze Diesel
Wheel Weights
Motor Oil
Antifreeze
Brake Fluid
Hydraulic Fluid
Transmission Fluid
Hand Cleaner
Sealing Products

Shop Supplies (continued)

Petoskey Plastics
Paper Floor Mats
Steering Wheel Covers
Value Seat Covers
Diesel Additives
Antifreeze
Brake Fluid
Chemicals
Powering Steering Fluid
Oil Additives
Brake Fluid
Hydraulic Fluid
Motor Oil
Transmission Fluid
Additives
Appearance Chemicals
Windshield Washer Fluid
Engine Additives
Additives
Additives
Chemicals
Grease
Motor Oil
Transmission Fluid
Gloves
Safety Equipment
Applicators
Brushes
Detailing Cloths
Hose Nozzles
Microfiber Towels
Shop Towels (Viking)
Sponges
Wash Mitts
Paper Products
Shop Towels
Additives
Rotella Motor Oil
Cleaners
Degreaser
Oil & Fuel Additives
Tire Sealer
Glass Cleaner
Fuel Additives & Stabilizers
Grease
Lubricants
Diesel Additives
Appearance Chemicals
Chemicals
Cleaning Products
Detailing/Cleaning Products
Cleaners
Ice Melt
Pre-mixed Fuel (40:1 & 50:1)
4 Cycle Fuel
Hand Cleaner
Heavy-Duty Wipes
Appearance Products
Chemicals
Grease
Motor Oil
Transmission Fluid
Sealants & Adhesives
Paint
Lubricants
Windshield Washer Fluid
RV Antifreeze
Tire Repair
Antifreeze/Coolants
Oil Additives

Power Service
Prestone

Prolong
Pure Guard

Rain-X

Restore
Rislon
Royal Purple

SAS Safety Corp.

Schroeder & Tremayne

Scott
Scott Paper
Sea Foam
Shell
Simple Green

Slick 50
Slime
Sprayway
STA-BIL
Sta-Lube

Stanadyne
Stoner
STP
SuperClean
Superior Products
Talsol Corp
Traction Melt
TruFuel

Tub O' Scrub
Tub O' Towels
Turtle Wax
Valvoline

VersaChem
VHT
WD-40
Windex
Winter-Eez
Xtra-Seal
Zerex
Z-Max

SPECIALTY PRODUCTS**Agriculture**

ANCRA
BrakeBest Select

Fel-Pro
Fill-Rite
Gates

Goldenrod
Hoppy
Krylon
MasterPro

Murray

National
Optronics

Peak

Precision
Reese
SpeeCo

Super Start
Wilson

WIX

HD Cargo Management
Electric Trailer Brake Shoes
Trailer Brake Assemblies & Parts
Gaskets
Transfer Pumps, Meters & Nozzles
Belts & Hoses
Hydraulics
Fluid Transfer Fillers
Trailer Accessories
Farm & Implement Paint
Bearings & Seals
Trailer Hubs
A/C Compressors
Radiators
Water Pumps
Bearings & Seals
Tractor Lighting
Trailer Lighting
Diesel Exhaust Fluid Equipment
U-Joints & PTO Components
Towing
Draw Bars & Pins
Hitch Pins
Batteries
Alternators
Starters
Air Filters
Cabin Filters
Fuel Filters
Hydraulic Filters
Oil Filters

Performance

Accel Ignition
AEM Filters
Airdid Filters
Auto Meter Gauges
Auto Racing Product (ARP)
B&M Transmission Kits
BBK Performance
Bilstein Shocks & Struts
Bully Dog Programmers
Comp Cams
Design Engineering
Edelbrock
Edge Products Programmers
Energy Suspension
Equus Gauges
FLEX-A-LITE Fans
Flowmaster Exhaust
Flowtech Exhaust
Grand Steering Wheels
Holley
Hurst Shifters
Hypertech Performance Programmers
Intellitronix
K&N Filters
Mallory Ignition
Marshall Genuine Products
Moroso
Mr. Gasket Performance
MSD Ignition
Performance Friction
Pertonix
Russell
Spectre Performance
Superchips
Trail Master Shocks
VOO Gauges

Marine

Attwood Marine Products
Dual-Marine Radios & Speakers
Kilde-Marine Fire Extinguishers
Mercury QuickSilver Marine Lubricants
Sierra Marine Parts
Wilson Starters & Alternators, Trim & Tilt Motors
WIX Filters

ULTIMA
EDGE

precision

SPICER

SCHRADER

Motorcraft

Intermotor

STANDARD

BRAKEBEST
SELECT

ULTIMA

3M

INS.2999FC

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.



Tab 8 – Products and Services

Additional Value Added Products and Services:

In addition to the traditional resources, products and services required in this solicitation, O'Reilly offers a variety of additional valuable services which enhance the choice of O'Reilly as a vendor for Region 14 ESC and NCPA participating entities:

- ✓ Ability to procure items from vendors outside of O'Reilly Auto Parts for more convenience sourcing.
- ✓ Online Parts ordering through FirstCallOnline. Includes the ability to see what products are available at surrounding O'Reilly stores.
- ✓ Commodity and Shop specials – Monthly and quarterly specials designed for automotive shops to help save money on items purchased with greater frequency.
- ✓ Inventory Support – Every O'Reilly store receives a nightly replenishment from their servicing Distribution Center allowing them to maintain a high level of in-stock items.
- ✓ Training Courses – Online webinars and Real World Training courses provide top tier training to technicians at a reasonable cost.
- ✓ Stock order management and shop system integration through FirstCallOnline.
- ✓ Special market product availability – O'Reilly has a growing inventory of parts for Fleet, Heavy Duty, Agriculture, Hydraulic and Marine vehicles. We also offer annual school bus promotional items.



First Call Online is O'Reilly Auto Parts online catalog for professional customers, providing various tools and resources for customer success.

Parts Ordering Features

The screenshot shows the First Call Online website interface. At the top, there are navigation tabs: **Catalog Lookup**, **Stock Order**, **Manage Customers**, **Quotes & Orders**, and **Part Interchange**. Below the navigation is a search box with the placeholder text "Enter Part Type, Item #, or Brand Name" and a search icon. To the right of the search box is a button labeled "Go To Quote". On the left side, there is a "Add Vehicle" dropdown menu. Below it, there are three input fields for vehicle information: "Lookup By License Plate" (with a state dropdown set to "MO" and a "Go" button), "Enter Vin Number" (with an example "15UYA31561L000000" and a "Go" button), and "Enter Year, Make, Model" (with a "Select Year" dropdown). Below the search box, there is a table titled "Recent Vehicles" with columns for "Date", "VIN", "License Plate #", and "Vehicle". The table contains five rows of data, each with a "Remove All" button in the right margin.

Date	VIN	License Plate #	Vehicle	
12/27/2017	N/A	N/A	2009 Chevrolet Silverado 2500 HD	✕
12/27/2017	N/A	N/A	2004 Chevrolet Silverado 2500 HD	✕
12/27/2017	N/A	N/A	2002 Dodge Dakota	✕
12/27/2017	N/A	N/A	1991 Mazda Miata	✕
12/27/2017	1FTSW21R38EA33606	AB06005	2008 Ford F-250 Super Duty	✕

Catalog Lookup – Provides part look up options including Most Popular items, All Parts Types and Package Jobs.

Stock Order – Allows customers to do a Quick Order of parts or build stocking lists that can be saved in the system for quick reordering.

Search Box – One of the most popular methods for finding parts is the Search Box. Using the search feature allows customers to type the part you are looking for, select from a drop down selection or do a keyword search to find a part for a specific application.

Vehicle Data Entry Options – First Call Online allows customers to find the right parts for the right vehicle, the first time. There are multiple ways for vehicle information to be added:

- Year, Make, Model – Choose the Year, Make and Model from a drop down selection.
- VIN Number – Enter the 17 digit VIN number to fill in important attribute needs.
- License Plate Decoding – Enter the vehicle's license plate number to pull the VIN number for decoding.
- VIN Scan Mobile Application – Using your mobile device, you can scan the VIN code from the vehicle and it will transfer to First Call Online.

Shop Management System Integration – First Call Online has the ability to connect to over 45 different Shop Management Systems. This allows customers to bring over part numbers and cost to your system allowing you to better manage your day to day tasks and offer more to your customers.



Special Features

Quote & Orders History – First Call Online will retain quotes and ordering history for future reference. You can also search time frames or keywords within that history.

Promotion Enrollment - O'Reilly Auto Parts offers several promotions to professional customers. First Call Online provides a section devoted to promotion enrollment where customers may view and enroll in the current First Call Promotions and Parts Payoff.

ePublications – This section ensures customers are viewing the latest catalogs and provides the ability to search quickly through entire catalogs for keywords.

Shop Referral – Shop Referral allows our professional customers to provide details about the services they offer through our O'Reilly Auto Parts retail site.

Vehicle Data/Specs – This section contains specific vehicle information such as specifications, component locations, wiring diagrams, installation instructions, technical service bulletins, vehicle guides, and vendor documents.

Service Documents – To help our professional customers save time and money, First Call Online provides Vehicle Inspection and Night Drop forms to be printed as needed.

Billing Statements – Customers using a charge account can find electronic copies of their invoices as well as monthly summaries of their purchases through their First Call Online account.

Online Bill Pay – Customers can pay their bill online from the convenience of their computer using a checking account.

Pricing Matrix & Tax and Labor Rates – Professional customers have the ability to offer their customers a standard list price based on a set percentage mark up or pricing matrix. Through First Call Online, tax and labor rates can also be set to provide a detailed quote for service.

COMMODITY SPECIALS

O'Reilly **FIRST CALL**
DEDICATED TO THE PROFESSIONAL

DEDICATED TO THE PROFESSIONAL SINCE 1957

PRICES VALID 9/16/19 - 10/14/19



LIMIT 10 CASES



Valvoline® CONVENTIONAL
Provides excellent engine protection in all climates.

\$4.99* PER QUART (Case qty. 6)

\$24.95* Per 5qt jug (Case qty. 3)
*Must purchase case or more for sale price.



Valvoline® HIGH MILEAGE
Formulated for engines over 75,000 miles.

\$4.99* PER QUART (Case qty. 6)

\$24.95* Per 5qt jug (Case qty. 3)
*Must purchase case or more for sale price.



Valvoline® FULL SYNTHETIC
Formulated for maximum engine protection.

\$5.79* PER QUART (Case qty. 6)

\$28.95* Per 5qt jug (Case qty. 3)
*Must purchase case or more for sale price.



Valvoline® FULL SYNTHETIC HIGH MILEAGE
With maximum technology.

\$5.99* PER QUART (Case qty. 6)

\$29.95* Per 5qt jug (Case qty. 3)
*Must purchase case or more for sale price.

STOCK UP

SAVE BIG

BlueDevil RADIATOR FLUSH

Restores efficiency to vehicles by helping remove grease, rust, grime or any other buildup that occurs during normal vehicle use. Specially formulated coolant flush works well in all vehicles, especially those with high mileage.

\$6.49

BLD 00204 32 oz.

SAVE \$1



HEAD GASKET FIX

Contains a combination of antifreeze compatible sealing liquids and gasket sealing particles that penetrate gaps and cracks to permanently stop leaks.

- Stops block leaks
- Seals cracked cylinder heads
- Repairs blown head gaskets



\$22.99

BAR 1111 24 oz.

ZEREX THE RIGHT OF COOLANT FORMULA FOR YOUR VEHICLE



\$2 OFF PER GALLON

SAVE \$12 PER CASE

LIMIT 10 CASES 6 GALLONS PER CASE

ALL ZEREX™ 50/50 ANTIFREEZE/COOLANT GALLONS

ZEREX™ is the technology leader with OEM approved chemistries by GM, Chrysler, Ford, Mercedes-Benz, VW, BMW, Saab, Audi, Volvo, Porsche and many others.

- AFZ 861398 Gallon
- AFZ 888374 Gallon
- AFZ 888418 Gallon
- AFZ G05-50/50 Gallon
- AFZ G30-50/50 Gallon
- AFZ G40-50/50 Gallon
- AFZ G48-50/50 Gallon
- AFZ 675130 Gallon

SHOP SPECIALS



GENERAL REPAIR • PAINT & BODY • FLEET & HEAVY-DUTY • TRAILER BRAKE

OCTOBER 2019

FREE

METAL SHOP SIGN



36" x 10.5"

WITH \$300 PURCHASE OF
ULTIMA OR ULTIMA SELECT
ROTATING ELECTRICAL PRODUCTS



ULTIMA

**ULTIMA
SELECT**

*On Ultima & Ultima select rotating electrical products. See your sales representative for details.

Limit one per account. For details and enrollment, visit FirstCallOnline.com. Please allow 8-10 weeks for fulfillment.

ACDelco

40" STEEL CREEPER

- Full length cushion with padded headrest that adjusts to four positions for comfort
- 2-1/2" ball bearing swivel casters
- Dimensions: 40" x 16-1/2" x 4"

\$49⁹⁹

AC 34802

SAVE \$5



ROLLER SHOP STOOL

- Rust resistant finish for longer tool life
- Vinyl padding adds comfort and resists stains
- Heavy-duty steel frame construction provides strength and durability
- Convenient segmented tool / parts tray

\$44⁹⁹

AC 34803

SAVE \$10



Lisle

HD CIRCUIT TESTER

- Heavy-duty circuit tester for lifetime use
- Quickly tests low voltage up to 12 volts
- Probe, handle, cord and clamp are reinforced for extra durability
- Comes with a strain relief spring on the cord

\$11⁹⁹

LIS 28400

SAVE \$2



**POWER
TOOL**

3/8" CORDLESS IMPACT DRIVER

Compact driver delivers 100 ft./lbs. of torque.

- No-load speed of 2400 RPM
- 12 Volt 20 Ah lithium ion battery
- Built-in battery indicator

\$59⁹⁹

PTT PTT0003

SAVE \$5



REAL WORLD TRAINING SERIES



DEDICATED TO THE PROFESSIONAL SINCE 1957



100% SATISFACTION GUARANTEED
FIX MORE CARS IN LESS TIME

INCREASE YOUR KNOWLEDGE • LEARN NEW TECHNIQUES • SHARPEN YOUR SKILLS • EXPAND YOUR PROFITS

Electronic Transmission Diagnosis

Transmissions are controlled by the engine control system and use many of the same sensors. Many apparent transmission faults are caused by the engine controls. For example, misfire and surging can feel like a transmission fault. The technician must be able to determine if the problem is in the engine or the transmission. Some transmission shifting faults can be solved by a driveability technician as well.

The goal of this class is to prepare the aftermarket technician to diagnose these problems and make the repair. This will enable the shop to increase their scope of repair to include transmissions.

For more information regarding the above topic, please visit www.bwdrealworldtraining.com to access a short video explaining the details of what will be covered.

CLASS INFORMATION:

INSTRUCTOR:
Victor Hernandez

LOCATION:
Joe Allen's BBQ
301 S 11th St
Abilene, TX 79602

LINE CODE:
TEC

DATE:
Tuesday, January 22, 2019
6:00 pm – 10:00 pm
(Meal Served at 5:30 pm)

CONTACT:
Kevin Flanagan @ (325) 480-6364

PART NUMBER:
ABILENE1

Cost is \$94.95 per tech



STOCK MANAGER

DEDICATED TO THE PROFESSIONAL SINCE 1957

SAVE TIME, MONEY AND MAKE YOUR INVENTORY WORK FOR YOU!



STOCK MANAGER BENEFITS:

- Keeps your inventory up to date
- Eliminate obsolete inventory from sitting on your shelves
- Monthly discount for online stock orders
- Electronic reporting from your servicing store
- Flexible stock adjustments
- Electronic tracking of your inventory
- Make sure you have the correct inventory on the shelf

CALL YOUR LOCAL SALES REPRESENTATIVE TODAY!

FIRSTCALLONLINE.COM

GATES BELTS AND HOSES

For the past century Gates® has been powering progress as one of the world's leading parts manufacturers in the automotive industry, working with virtually every Original Equipment Manufacturer worldwide to design products for new vehicles as they are being developed. From timing belts to Micro-V AT belts, tensioners and hoses, for both import and domestic vehicles, install with confidence, install Gates.



WIX FILTERS

WIX® is one of the world's top filtration manufacturers, producing quality products for the automotive, diesel, agricultural, industrial and specialty filter markets. They are the leader in aftermarket and original equipment filter design.

WIX
FILTERS



BRAKEBEST SELECT FRICTION

BrakeBest® Select sets the standard for brake system maintenance and repair. These products are made from premium quality materials. Whether you need brake pads, drums or rotors you can count on BrakeBest® Select to deliver quieter, smoother stopping power, longer life and greater resistance to warping for years of safe and reliable performance.

BRAKEBEST
SELECT



TRICO WIPER BLADES

ENGINEERED BY **TRICO**

For more than 90 years, TRICO® has been a global leader in wiper technology, providing reliable, innovative wiper blade products that come through at the moment you need them most. TRICO® is proud that their windshield wiper products protect more drivers on the road in North America than any other wiper manufacturer.

20" 31-108 **RAINGUARD**™



MICROGARD FILTERS

MicroGard® offers dependable and quality products at a competitive price for our customers. All MicroGard filters carry a one-year limited warranty. We carry a wide variety of filters, including oil filters, air filters, fuel filters, cabin air filters and pcV for all popular late model passenger cars and light trucks.

MICROGARD



FARM PRODUCTS



DEDICATED TO THE PROFESSIONAL

DEDICATED TO THE PROFESSIONAL SINCE 1957

2019



9-LED WORK LAMP

- 1450 lumens
- 27 watt
- ECC E92006



8-LED FLOOD BEAM

- 1000 Lumens
- Features aluminum heatsink housing and acrylic lens
- ECC E92005



31 SERIES BATTERIES



SSB 31-5T



SSB 31HD-T



6-LED WORK LIGHT

- 4" housing
- 1200 lumens
- 14-gauge, 10" lead
- OPT TLL144FSL



9-LED WORK LIGHT

- 1042 lumens
- 14-gauge 10" lead and ground wire
- OPT TLL46CFBP



COMPLETE TRAILER BRAKE ASSEMBLIES



BB EB01-100 10" assemblies LH

BB EB01-105 10" assemblies RH

BB EB01-120 12" assemblies LH

BB EB01-125 12" assemblies RH



1-3/8" OVER-RUNNING CLUTCH

SPC S16063000



1 TO 1-3/4" USEABLE LENGTH DRAW PIN

SPC S07020200



3/4" DIAMETER HITCH PIN

SPC S70053200



DRAW BAR

SPC S04010100



HITCH PIN

SPC S071052C0



7/16" DIAMETER LYNCH PIN

SPC S07091300



6-SPLINE PTO YOKE

PRE 1291



BEARINGS

PART#	BORE ID	Width	Description
BCA PWG1R	1"	1.75"	CAST IRON PILLOW BLOCK BEARING
BCA PWG1 1/2R	1.5"	1.01563"	CAST IRON PILLOW BLOCK BEARING
BCA PWG1 1/4R	1.25"	1.9063"	CAST IRON PILLOW BLOCK BEARING
BCA FWG1R	1"	4.7613"	4 BOLT FLANGE BEARING
BCA NPS108RPC	1.5"	1.7188"	INNER RING BALL BEARING

INDUSTRIAL SUPPLIES



DEDICATED TO THE PROFESSIONAL SINCE 1957



THICKSTER™ DISPOSABLE GLOVES

• Box of 50

- SAS 6602 Medium
- SAS 6603 Large
- SAS 6604 X-Large
- SAS 6605 XX-Large

POWDER-FREE

- SAS 6603-20 Large
- SAS 6604-20 X-Large



DERMA-PRO® FOOD PROCESSING EQUIPMENT GLOVES

• Box of 100

- SAS 66541 Small
- SAS 66542 Medium
- SAS 66543 Large
- SAS 66544 X-Large
- SAS 66545 2X-Large



EMERGENCY EYEWASH STATION

SAS 5134-00

EYE WASH PRESERVATIVE

SAS 5136-01



SOFT FOAM EAR PLUGS

SAS 6100 1 Pair



CORDED EAR PLUGS

SAS 6101



PELTOR™ OPTIME™ EARMUFF

MMM H6B/V



POLYPROPYLENE DISPOSABLE COVERALLS

- SAS 6843 Large
- SAS 6844 X-Large
- SAS 6845 3X-Large



CLEANER/DEGREASER

- SCN 101723 Gallon
- SCN 101724 2.5 gallon



DIAMONDBACKS SAFETY GLASSES

- SAS 540-0210 Black Frame/Clear Lens
- SAS 540-0103 Gray Frame/Smoke Mirror Lens



POLYPROPYLENE SHOE COVERS

SAS 6883L Box of 300



SHOP TOWELS

SCO 75130 Case qty 30



PENETRATING CATALYST

• With sprayer
PBB 128PB Gallon



HOSE CLAMP ASSORTMENT

- Includes:
- 5/16" BANDS WITH 1/4" SCREWS
(20) Size 4 (20) Size 6
 - 9/16" BANDS WITH 5/16" SCREWS
(20) Size 10 (20) Size 12 (10) Size 20
(20) Size 28 (10) Size 36
- MHC MPRA101

MORE THAN JUST AUTO PARTS

LET US BE YOUR FIRST CALL FOR INDUSTRIAL SUPPLY NEEDS



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IMS 3127 FC

YOUR MARINE PARTS SUPPLIER



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2019

NATIONWIDE
1.866.830.4351
WARRANTY



SUPER START - 12 VOLT MARINE

Description	BCI Group #	Part #	(J) Part #	Marine Cranking AMPS (CA) @ 32 F	Reserve Capacity @ 80 F
Starting	24	SSB CAPTAIN	SSB CAPTAINJ	675/625	90/95
Starting	24	SSB 24MS	SSB 24MSJ	1000	130/135
Starting	27	SSB 27MS	SSB 27MSJ	1050/1000	182
Deep Cycle	24	SSB 24DCM	SSB 24DCMJ	530/550	75/140
Deep Cycle	27	SSB 27DCM	SSB 27DCMJ	610/600	90/160
Deep Cycle	31	SSB 31DCM	SSB 31DCMJ	690/675	105/210
Deep Cycle	27	SSB 27MAGM		900	175
Dual Purpose	34	SSB 34MAGM		890	120

SUPER START - 12 VOLT MARINE POWERSPORTS

Description	Part #	AH (Amp-Hour)	Cold Cranking AMPS (CCA) @ 0 F	Dimensions (inches)
AGM-Ready to install	SSB ETX14	12	220	5-7/8 x 3-7/16 x 5-3/4
AGM-Ready to install	SSB ETX15	13	220	5-1/4 x 3-1/2 x 6-9/16
AGM-Ready to install	SSB ETX16	19	325	8-7/8 x 4 x 6-1/8
AGM-Ready to install	SSB ETX20L	17.5	310	6-7/8 x 3-7/16 x 6-1/8
AGM-Ready to install	SSB ETX30LA	26	400	6-5/8 x 5-3/16 x 7-3/4

Super Start Marine batteries are available in both Starting and Deep Cycle varieties.

Starting – Designed for reliable, quick starts in any marine engine.

Deep Cycle – Delivers deep discharges of power for marine and recreational applications.

Current spec sheets available at your local store.

Sta-Bil® 360° MARINE ETHANOL FUEL TREATMENT

GOE 22239 8 oz GOE 22240 32 oz



Quicksilver® 2-CYCLE OUTBOARD OIL

MER 2CYCLE-1 Gallon



Lucas Oil Products® ETHANOL FUEL CONDITIONER WITH STABILIZERS

LUC 10670 5.25 oz



Mystik® 2-CYCLE MARINE OIL

MYS JT4-2CYCLE-1 Gallon



JB Weld® MARINEWELD MARINE EPOXY

JBW 8272 2 oz



JB Weld® WATERWELD SPECIALLY FORMULATED EPOXY PUTTY

JBW 8277 2 oz



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SCHOOL BUS

O'Reilly | **FIRST CALL**
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2019

BULK REFILL PROGRAM AVAILABLE

BlueDEF

FACTORY DIRECT



DIESEL EXHAUST FLUID REFILLABLE BULK TOTES

- Shipped filled with BlueDEF

55 GALLON DRUM
DEF 55GAL

275 GALLON TOTE
DEF 275GAL

330 GALLON TOTE
DEF 330GAL

MICRO MATIC RSV DISPENSE COUPLER

For use with stainless steel valve on BlueDEF totes. Stainless steel construction. Built with ISO 22241 compatible materials.

Must be used between DEF totes and pump.
DEF DEF744-048

*Must purchase separately



DRIVEALIGN TENSIONERS



PART #	PULLEY TYPE	APPLICATIONS
GAT 38510	Smooth	International/Navistar
GAT 38511	Smooth	Thomas Built and Bluebird
GAT 38513	Smooth	Bluebird and Thomas Built
GAT 38514	Smooth	Bluebird and International/Navistar
GAT 38516	Serpentine	Thomas Built and Bluebird
GAT 38620	Smooth	International/Navistar
GAT 38702	Smooth	International/Bluebird



FleetRunner



MICRO-V SERPENTINE BELTS

PART #	RIBS	LENGTH	APPLICATIONS
K080680HD	8	68-5/8"	Bluebird, Freightliner, and Thomas Built
K080740HD	8	74-5/8"	Bluebird and Amtran
K080780HD	8	78-5/8"	Thomas Built
K080806HD	8	78"	IHC
K081124HD	8	113"	International/Navistar and Amtran
K100714HD	10	71-7/16"	IC

Dupli-Color

UNDERCOATING/SOUND ELIMINATOR

Provides protection for wheel wells, gas tanks, frames and supports, weld joints, floor pans, doors, and quarter panels. Also reduces road vibrations and road noise.

DPL UC102 17 oz.



O'Reilly AUTO COLOR
PROFESSIONAL GRADE

FIRSTCALLONLINE.COM

O'Reilly FLEET HEAVY
& RIG

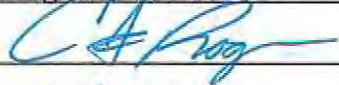
Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts</u>
Print Name	<u>Chuck Rogers, VP Professional Sales</u>
Address	<u>233 S. Patterson</u>
City, Sate, Zip	<u>Springfield, MO. 65802</u>
Authorized signature	<u></u>
Date	<u>10/22/19</u>

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Chuck Rogers, VP, Professional Sales

Date

10 / 22 / 19

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name O'Reilly Auto Enterprises, LLC. dba O'Reilly Auto Parts
Address 233 S. Patterson
City/State/Zip Springfield, MO. 65802
Telephone No. (417) 829-5879
Fax No. (417) 874-7199
Email address probids@oreillyauto.com
Printed name Chuck Rogers
Position with company VP, Professional Sales
Authorized signature 

~~FEMA Standard Terms and Conditions Addendum for Contracts and Grants~~

~~If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").~~

~~In addition, Contractor agrees to the following specific provisions:~~

- ~~1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.~~
- ~~2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.~~
- ~~3) Pursuant to 44 CFR 13.36(i)(3) (6)(12), and (13), Contractor shall comply with the following federal laws:

 - ~~a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);~~
 - ~~b. Copeland "Anti Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);~~
 - ~~e. Davis Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);~~
 - ~~d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);~~
 - ~~e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and~~
 - ~~f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).~~~~
- ~~4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.~~
- ~~5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

 - ~~a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.~~~~
- ~~6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

 - ~~a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

 - ~~1) The copyright in any work developed under a grant or contract; and~~
 - ~~2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.~~~~~~
- ~~7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.~~
- ~~8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.~~

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. ~~In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.~~
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, ~~41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project.~~ Contractor agrees to ~~take affirmative action to~~ ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such ~~action~~ shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. ~~In addition, Contractor agrees to comply with any implementing requirements FTA may issue.~~
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. ~~In addition, Contractor agrees to comply with any implementing requirements FTA may issue.~~

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

~~ENERGY CONSERVATION REQUIREMENTS~~

~~Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301.10.~~

~~FEDERAL CHANGES~~

~~Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.~~

~~INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS~~

~~The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.~~

~~NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES~~

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

USE OF FEDERAL FUNDS

Contractor should not be paid using federally appropriated funds. If federal funds must be utilized to complete a purchase under this Agreement, Public Agencies should contact Contractor at (417) 829-5879 to discuss compliance options before issuing a Purchase Order.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Friday, December 6th, 2019

O'Reilly Auto Enterprises, LLC. DbA O'Reilly Auto Parts
ATTN: Chuck Rogers
233 S. Patterson
Springfield, MO 65802

Dear Chuck:

Region XIV Education Service Center is happy to announce that O'Reilly Auto Enterprises, LLC. DbA O'Reilly Auto Parts has been awarded an annual contract for Automotive Parts based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2022. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and O'Reilly Auto Enterprises, LLC. DbA O'Reilly Auto Parts.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Shane Fields".

Shane Fields
Region XIV, Executive Director

Evaluation Criteria	Point Value	Adamson Industries	AutoPlus	Fleetpride	O'Reilly Auto Parts
Pricing	40	NA	40	40	40
Ability to service the contract	25	NA	10	10	25
References	15	NA	8	5	15
Technology	10	NA	8	8	10
Value Added Products and Services	10	NA	3	5	8
<u>Total</u>	<u>100</u>	<u>NA</u>	<u>69</u>	<u>68</u>	<u>98</u>



Vendors Awarded Under this Contract

O'Reilly Auto Parts

Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate

Jon Symko



Automotive Parts

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email
Automotive Parts	JC Handy Services	Jeremy Campos	1106 ESabine St	Victoria	Texas	77901	3612376983	executive-of-office@jc-handy-services.com
Automotive Parts	Adamson Industries Corp.	Steven Contarion	45 Research Dr	Haverhill	Massachusetts	01832	978-681-0370	sales@adamsonindustries.com
Automotive Parts	Parts Authority	Christopher Hill	3 Dakota Drive	New Hyde Park	New York	11042	9088001925	chill@partsauthority.com
Automotive Parts	Heavy Truck & Trailer Parts Sales	ISMAEL SANCHEZ	600 E Las Colinas Blvd	Irving	Texas	75039	7138652921	ismael.sanchez@fleetpride.com
Automotive Parts	pnvia	onvia managenet	509 Olive Way	Seattle	Washington	98101	2063739500	deltekplusonvia@gmail.com
Automotive Parts	Light Source	Natasha K Banks	841 Hillen St, Baltimore, MD, USA, 841	Baltimore	Maryland	21202	4103261582	bankslightsource@gmail.com
Automotive Parts	Visual Infomedia	Sivakumar kumar	5C1 VCS nagar	Coimbatore	California	64102	3474801475	techzone@visualinfomedia.com
Automotive Parts	Onvia	Onvia Source Management	509 Olive Way	Seattle	Washington	98101	7708849855	svcagency@onvia.com
Automotive Parts	Source Management	Onvia	509 Olive Way	Seattle	Washington	98101	2063739500	svcagency@onvia.com
Automotive Parts	Major Police Supply	John Badal	47 North Dell Ave	Kenvil	New Jersey	07847	9735847714	jobrien@majorpolicesupply.com
Automotive Parts	Shay Enterprise	Tamara Shay	1789 Tavern Ln.	Tacoma	Washington	98402	4698447760	tshayenterprise@gmail.com
Automotive Parts	gbhdnh ndrth ltd	(RFP No. 19-20/04) Automated Shift Callout System	vsdbg nm	NY	Alabama	12345	8758758568	grtgh15@gmail.com
Automotive Parts	O'reilly Auto Parts	Ernie Hamilton	233 South Patterson	Springfield	Missouri	65802	417-829-5879	probids@oreillyauto.com
Automotive Parts	IEH Auto Parts LLC	Jacqueline Thompson	901 N Lenola Rd	Moorestown	New Jersey	08057	8567781400	jthompson@autoplusap.com
Automotive Parts	Auto Plus Auto Parts	Nicholas Vettese	901 N Lenola Road	Moorestown	New Jersey	08057	8562876686	navettese@autoplusap.com

Request for Proposal (RFP) for Automotive Parts

Solicitation Number: 26-19

Publication Date: Tuesday, October 8th, 2019

Notice to Respondent:

Submittal Deadline: Tuesday, November 19th, 2019 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, November 12th, 2019. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Automotive Parts for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Automotive Parts, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by
Region 14 Education Service Center

For

Automotive Parts

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 26-19



National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Automotive Parts.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Master Agreement / Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____

Company: _____

Address: _____

City, State, Zip: _____

Solicitation Name and Number: _____

Due Date and Time: _____

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Automotive Parts;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor: _____

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- American Samoa
- Federated States of Micronesia
- Guam
- Midway Islands
- Northern Marina Islands
- Puerto Rico
- U.S. Virgin Islands

◆ **Minority** **and Women**
Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of _____, State of _____

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:
 - Manufacturer Direct
 - Authorized Distributor
 - Value-added reseller
 - Certified education/government reseller
 - Manufacturer marketing through reseller
 - Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
 - Contact Person: _____
 - Title: _____
 - Company: _____
 - Address: _____
 - City: _____ State: _____ Zip: _____
 - Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) Automotive Parts categories. List all categories along with manufacturer that you are responding with:
 - ◆ Accessories - Interior & Exterior
 - Air Conditioning
 - Battery & Accessories
 - Belts & Hoses
 - Body & Trim
 - Brakes
 - Charging & Starting
 - Cooling & Heating
 - Engine Parts & Mounts
 - Exhaust
 - Filters & PVC Valves
 - Fuel & Emissions
 - Hardware & Fasteners
 - Ignition & Tune-up
 - Lighting & Electrical
 - Oil, Fluids & Chemicals
 - Performance
 - Suspension & Steering
 - Tire & Wheel
 - Tools & Shop Equipment
 - Transmission & Transaxle
 - Truck & Towing
 - Waxes & Washers
 - Wiper Blades
 - Additional Products
- ◆ In your response, please describe your company's procedures for the following:
 - Battery and Radiator Core Charges (including pick-up & delivery)
 - Delivery Time for stock and non-stock parts
 - Delivery Time for emergency parts
 - Return Policy
- ◆ In your response, please describe your company's procedures for the following services if offered
 - Used Oil and Battery Recycling
 - Battery Testing
 - Custom Hydraulic Hose
 - Electrical & Module Testing
 - Loaner Tool Program
 - Drum/Rotor Resurfacing
 - Machine Shop
 - Paint Shop & Mixing

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Submit price list electronically on Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

28th

day of

May

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the National Joint Powers Alliance (NJPA) Cooperative Contract #121919-KII for Krueger International (KI) office furniture with Inside the Lines LLC of Columbia, Missouri.

The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 28th day of May 2020.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Barry

Fred J. Barry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: May 12, 2020
RE: Cooperative Contract: 121919-KII – KI Office Furniture

Purchasing requests permission for our offices to utilize the National Joint Powers Alliance (NJPA) cooperative contract # 121919-KII for Krueger International (KI) office furniture with Inside the Lines LLC of Columbia, Missouri as our representative.

The contract expiration date is February 28, 2024 and it has one (1) one-year renewal. This is a county-wide term and supply contract.

cc: Contract File

**PURCHASE AGREEMENT
FOR
KI Office Furniture
Term and Supply**

THIS AGREEMENT dated the 28th day of May 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Inside the Lines LLC** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for **Inside the Lines** to furnish, deliver and install Krueger International (KI) Furniture compliant with all bid specifications (IFB #121919) and any addendum issued for the National Joint Powers Alliance Contract **121919-KII**, Boone County Insurance Requirements, Work Authorization Certification, as well as Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions and the National Joint Powers Alliance Contract **121919-KII** shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **March 1, 2020 and extend through February 28, 2024** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date in writing by the County for **one (1) additional one year period** subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with KI Office Furniture. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County. Additional services offered by Inside the Lines are included on the enclosed attached "Office Furniture Term & Supply".

Vendor shall provide a "not to exceed" quote for furniture, delivery, and installation that clearly shows the list price and the discounted contract price to the County office placing the order. Quote shall include the estimated hours for labor/installation. Invoice following completion of project shall be for actual hours of installation, not to exceed the initial quote.

4. **Prevailing Wage:** If Prevailing Wage work applies, Prevailing Wage Order #26 is in effect for the initial contract period. To determine when it applies:

If a quote received for a project from this Term and Supply contract for a "major repair" or "construction" of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.

Special Rule for Change Orders: If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.

5. **Delivery** - Vendor agrees to deliver furniture as set forth in the bid documents with the attached pricing discount structure FOB Destination. Delivery Date must be in writing, included on the quote.

6. **Billing and Payment** - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices listed in the vendor’s bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

7. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

INSIDE THE LINES LLC

by DocuSigned by:
Bradley Eiken
F20450B05D8B46A...

title Brad Eiken - Owner

BOONE COUNTY, MISSOURI

by: Boone County Commission

DocuSigned by:
Daniel K. Atwill
BA4B934CED6E4EB...

Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:
J. J. House
7D71DEAEB9D74DD...

County Counselor

ATTEST:

DocuSigned by:
Brianna Lennon by MT
7D82DA986BF6495...

County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Gene E. Pritchard by HQ
Term + Supply - No encumbrance
required
EB91DB24AAC49D...
Signature

5/13/2020

Date

County-Wide Term and Supply

Appropriation Account

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written

agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



· Office Furniture Term & Supply

FURNITURE SPECIFICATION SERVICES

- Establish scope of project
- Define budget
- Select appropriate products according to desired image, lead time, durability, warranty, etc.
- Prepare layout of furnishings into provided space (CAD drawings provided by client)
- Provide finish coordination of proposed furnishings (manufacturers' std. or match existing)
- Provide initial proposal follow-up revisions and documentation for ordering
- Verify field dimensions
- Coordinate delivery & installation

ADDITIONAL SPECIFICATION SERVICES (\$75/HOUR)

- Create CAD drawings of existing facility
- Provide additional space planning and programming (user specific needs assessment)
- Client meetings & presentations
- Renderings

INTERIOR DESIGN SERVICES (\$110/HOUR)

- Space Planning
 - Floor plan of organizational chart of current and future staff
 - Define spaces according to work flow and work styles
 - Schematic design for architectural drawing prep by others
- Interior Finish and Fixture Selections
 - Floor materials and wall treatments
 - Interior trim and architectural detailing
 - Door and window selections
 - Cabinetry---modular vs. built-in and coordination with appliances
 - Lighting, layout and fixture selection
 - Window treatments, artwork and accessories
- Construction Document Coordination and Specifications
 - Demolition plan (if necessary)
 - Finish schedule and materials legend
 - Interior elevations
 - Reflected ceiling plans
 - Renderings
 - Layout with data and electrical requirements
- Construction Review and Post Construction Services
 - Bid or negotiation assistance
 - Installer/Contractor coordination
 - Job site visits for construction review
 - Completion of as-built drawings

INSTALLATION PRICE SCHEDULE

Category	Hourly Charge (\$)	Minimum Charge
Seating	\$75/hour	\$75
Casegoods	\$75/hour	\$75
Tables, Portico	\$75/hour	\$75
Systems Furniture	\$75/hour	\$75
All other items	\$75/hour	\$75

RECONFIGURATION & GENERAL LABOR PRICE SCHEDULE

Category	Hourly Charge (\$)	Minimum Charge
Casegoods	\$75/hour	\$75
Systems Furniture	\$75/hour	\$75

If Prevailing Wage is deemed necessary by the County of Boone Purchasing Director, Inside The Lines will provide a Prevailing Wage quote.



Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Krueger International Inc., dba KI**, 1330 Bellevue Street, P.O. Box 8100, Green Bay, WI 54308 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires **February 18, 2024**, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to **one additional one-year period** upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. LAWS AND REGULATIONS. All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. DEALERS AND DISTRIBUTORS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. §5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor

certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
CFDZA139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/17/2020 | 5:07 PM CST

Krueger International Inc. dba KI
DocuSigned by:
By: Guy Patkze
E297FD57BA1145A...
Guy Patkze
Title: Assistant Secretary
Date: 2/18/2020 | 7:11 AM PST

Approved:

121919-KII

DocuSigned by:
By:  _____
7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO
Date: 2/17/2020 | 6:58 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Krueger International, Inc.
Does your company conduct business under any other name? If yes, please state: KI
Address: PO Box 8100
Green Bay, WI 54308-8100
Contact: Lee Amundson
Email: lee.amundson@ki.com
Phone: 800-454-9796
Fax: 920-468-2781
HST#: 39-1375589

Submission Details

Created On: Monday November 11, 2019 10:11:49
Submitted On: Wednesday December 18, 2019 14:55:34
Submitted By: Lee Amundson
Email: lee.amundson@ki.com
Transaction #: 65568d9f-fb8c-441f-b9ab-7550f60a8d82
Submitter's IP Address: 208.50.15.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response
1	Proposer Legal Name (and applicable d/b/a, if any):	Krueger International, Inc. (d/b/a: KI)
2	Proposer Address:	1330 Bellevue Street, PO Box 8100 Green Bay, WI 54308-8100
3	Proposer website address:	ki.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Guy Patkze Assistant Secretary 1330 Bellevue Street Green Bay, WI 54302 guy.patzke@ki.com 920.468.2541
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kelli Plamann Contract Program Manager 1330 Bellevue Street Green Bay, WI 54302 kelli.plamann@ki.com 920.468.2719
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	MARK WALDECKER Corporate Accounts / K-12 Dealer Development Manager P: 920.406.3508 M: 920.327.0195 F: 920.468.2729 E: mark.waldecker@ki.com ki.com ANDY VANSTRATEN Contract Manager P: 920.468.2394 E: andy.van.straten@ki.com ki.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Who We Are OUR FOUNDATION The metal chair was KI's flagship product in 1941. Innovative for its time, it brilliantly answered the call for seating that was portable, stackable, durable and affordable. KI recognized the market's need and responded with a welcome solution. The KI folding chair symbolizes a long legacy of listening to our customers. Our insightful ability to solve problems through product design and space planning concepts has made us a respected leader in manufacturing furniture solutions – products that skillfully support the success of customers in the business, university, educational, healthcare, and government markets.</p> <p>Today, we've grown well beyond our folding chair origins and offer a broad portfolio ranging from seating and tables to architectural walls and panel systems. Our award-winning innovations reflect a desire to meet your objectives, be your go-to resource and build an enduring relationship with you.</p> <p>This foundation and a strong market understanding is why KI customers throughout the world continue to rely on our trusted expertise to create solutions that fit their environments. That's why we say we offer far more than furniture ... We're Furnishing Knowledge.</p> <p>What Makes Us Different We want to hear what you have to say about your goals, how your employees or students want to work or learn, your expectations ... even what you want people to feel when they walk into your space. That way, we can help you make well-informed, educated decisions about your furniture investment. Following are a few more reasons customers keep coming back to KI for furniture solutions.</p> <p>EASY TO DO BUSINESS Whether you need help space planning, selecting surface materials, determining what furniture best fits your work style, or coordinating installation with other contractors, we're here to help.</p> <p>CORE MARKET FOCUS We stay laser focused on our core markets, persistently growing our knowledge, understanding and experience within each. That helps us design furniture solutions and support services that address the needs specific to:</p> <ul style="list-style-type: none"> • Higher Education <ul style="list-style-type: none"> • K-12 Education • Workplace <ul style="list-style-type: none"> • Healthcare • Federal & State Government <p>MARKET OF ONE® PHILOSOPHY We believe the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs. We're the right place for furniture, service and fulfillment options that align with your brand, culture and work environment.</p> <p>FULFILLMENT FREEDOM We will gladly collaborate and coordinate with any partner, dealer and/or installation entity you choose. We do not prescribe to pre-set distribution channels. Rather, we allow you to determine the best means to manage ordering and fulfillment activities.</p> <p>EMPLOYEE OWNERSHIP KI is 100% employee owned and when you own something, you treat it differently. Everyone in the organization from the executive office to the production floor has a stake in the game.</p> <p>DELIVERY AND INSTALLATION SERVICES Delivery day should be exciting, not stressful. Should that date need to change for any reason, just let us know. We'll adjust accordingly.</p> <p>Should you need assistance with fulfillment, KI offers a comprehensive service package. A factory-trained, on-site management team will oversee your project from initial pre-planning meetings through the final walk-through. Options for warranty and</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Furnishing Knowledge Through Design Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and defining a balance between the basic workstyles (Focus, Interaction, Ideation and Regenerative), and behavioral needs of users.</p> <p>Furnishing a business office, a hospital lounge, a classroom, or a government facility takes special knowledge. What choices will best serve the application? How will you create the look to reflect a distinct personality, and the functionality to serve unique needs? KI is here to help. Selling you furniture comes at the end of the process. First, we bring you information, skill, and partnership. We listen to what you need, then work with you to create it. And if we don't already have it, we'll design it from scratch. Our long experience ensures that when we say the "best furniture," we mean the best quality providing the best style and function.</p> <p>Learning Spaces – Dynamic Collaboration, Conventional Classrooms, Technology Integrated, Engaging/Presenting, and Lecture/Auditorium.</p> <p>Social Spaces / Third Spaces – Learning Commons/Media Centers, Lobby/Lounge, Cafes and cafeterias/Dining and Living Spaces.</p> <p>Offices and Workstations – Flexible, Accommodating Workspaces, Peak Performance, Designed to move.</p> <p>Training Rooms – Transforming Training Environments, Impactful Solutions.</p> <p>Conference Rooms – Masterful Meetings, Bringing Ideas to the Table.</p> <p>Storage Solutions – Intelligent, Innovative, Integrated.</p>
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9	What are your company's expectations in the event of an award?	<p>Our overall goal, if awarded, is to continue to grow our ability to offer public agencies functional products with the latest designs and highest quality. Our ability to listen and understand the customer's needs will continue to be one of our main goals in the relentless drive to make the Customer's experience with KI effortless.</p> <p>With the continued partnership with Sourcewell, we believe that we will continue to grow our presence within these core markets. Sourcewell has consistently demonstrated the importance of support to awarded vendors and we expect that by continuing to share and enhance the same core values we can continue to grow our Educational and Government accounts by making them aware of the benefits of both Sourcewell and KI.</p>
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please find KI's Condensed, Consolidated balance sheet for 2017/2018, Surety Letter and a copy of our current insurance certificate for your review.
11	What is your US market share for the solutions that you are proposing?	Since KI is a privately held, 100 percent employee owned company, we prefer to keep certain information confidential. However, KI defines our business via what we term as "Core Markets". To be a KI Core Market means we must currently maintain a Top 3 position or can attain a Top 3 market share position in a relatively short number of years. Higher Education, K-12 and Government markets are all Core Markets for KI. KI has an experienced team in place that follows this market share and is extremely committed to maintaining and growing those positions.
12	What is your Canadian market share, if any?	KI has have the same commitment to Core Markets in Canada that we have in the United States and other countries throughout the world. We will continue to grow and gain market share on all of our "Core Markets".
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	KI has never petitioned for bankruptcy protection.
14	How is your organization best described: is it your written authorization to act as a distributor with your sales and service force and with your	<p>KI is a manufacturer, but not only do we make the products, we have the capability to fulfill these orders direct to the member or through a local distributor of their choosing. KI also has the ability to service direct through our Service subsidiary, a one stop shop.</p> <p>At KI, we believe that the only customer who matters is you – you are our Market of One. So we've structured everything from our service and support teams to the manufacturing floor to be nimble and adaptable to your needs.</p> <ul style="list-style-type: none"> • Dedicated Service – You will have a team of experienced KI professionals assisting you through the furniture procurement journey. In addition, you have 24/7/365 access to your order information from any electronic device via ki.com/orderstatus. • Fulfillment Freedom – While we offer space planning, shipping and installation services, we will never limit you to working with agencies owned or affiliated strictly with KI. Rather, we will gladly collaborate and coordinate with any partner, dealer and/or installation entity YOU choose. KI does not prescribe to preset distribution channels. Rather, we deploy local KI representatives to work directly with you. KI's approach provides alternative procurement methods that allow you, not the manufacturer, to determine the best means to manage ordering and fulfillment activities. It also provides you the opportunity to reduce costs via bypassing the traditional dealer/"middleman" model, if required. <p>This client-centric business model is the engine that continues to drive KI's growth and client satisfaction. Ultimately, clients appreciate the flexibility to make purchasing and fulfillment decisions according to their needs versus what may be most expedient for the manufacturer.</p>
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Please find all KI's licenses per state attached for your review. KI is authorized to sell products and provide services in all 50 states, the District of Columbia, and Canada. KI complies with applicable federal, state, local, and industry laws for each purchasing member where ever they are located.</p> <p>KI does work with third party certified service providers and obtains license verification and insurance certificates for all providers whom we work with.</p>
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	KI has not been subject to any suspension or disbarment in the past ten years or ever.

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> Seating - Stack and Guest Seating - Task Seating - Lobby & Lounge Seating - Folding Chairs and Stools - Multiple Seating Storage - Files and Storage - High-density and mobile storage systems Technology Support furniture - Desking - Powered Tables - Tables - Accessories Systems/Modular Furniture - Desking - Caseloads - Panels - Accessories Library Furniture - Tables and Chairs - Lobby & Lounge Cafeteria Furniture - Tables - Folding Tables - Seating and Chairs Early Childhood Furniture - Tables - Seating and chairs - Storage Audio Visual Furniture - Tables - Accessories Training Furniture - Tables - Desks - Seating and Chairs - Stools Educational Office Furniture - Tables - Desking - Accessories - Seating and Chairs Auditorium/Fixed Seating & Tables Demountable Walls Residence Hall Healthcare - Sleepers - Chairs - Recliners - Caseloads Freestanding Classroom and School Furniture - Tables - Desking - Seating and Chairs - Storage - Accessories Upholstery
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Product Design 2019 BUILDINGS™ Editor's Choice – Hiatus Sleeper Bench 2018 A4LE LE Awards, Solution Provider Award – Ruckus Collection</p> <p>2018 BUILDINGS™ Production Innovation Grand Award (1st Place) – Tattoo Collection 2018 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Ruckus Mobile Height-Adjustable Lectern</p> <p>2018 Best of NeoCon® Gold – Tattoo Collection 2017 Nightingale Award, Gold – Patient Seating – Ruckus Task Chair 2017 Best of NeoCon® Gold – Ruckus Collection 2017 Best of NeoCon® Gold – Universal Height-Adjustable Screen 2017 Best of NeoCon® Gold – Pallas Loft Collection 2017 BUILDINGS™ Production Innovation Grand Award (1st Place) – Ruckus Collection 2016 Nightingale Award, Gold – Fabrics & Textiles Category – Pallas Gaia Collection 2016 Nightingale Award, Silver - Conference Seating Category – Doni Seating Collection 2016 EdSpaces Innovation Awards, Seating Category Winner – Ruckus Collection 2016 EdSpaces Innovation Awards, Best in Competition – Ruckus Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – MyPlace Lounge Collection 2016 BUILDINGS™ Product Innovation Merit Award (2nd Place) – Lightline (Freeform) Architectural Wall 2016 Best of NeoCon® Gold – MyPlace Lounge Collection 2015 Best of NeoCon® Gold - Evoke Architectural Walls 2015 Best of NeoCon® Silver - Soltice Metal Collection 2015 Best of NeoCon® Innovation Award - Sway Lounge Collection 2015 #9 Contract Magazine Ranking Health Care Textiles Category – Pallas Textiles</p> <p>Business and Industry 2018 – Weyenberg Prize for Business Excellence 2018 KI was awarded the Weyenberg Prize for Business Excellence, co-sponsored by the University of Wisconsin – Green Bay and InitiativeOne Leadership Institute. The Weyenberg Prize seeks to honor business excellence – companies where transformational leadership, strategy development, and strategic execution are embedded deep within the corporate culture.</p> <p>Sustainability 2010-2019 Green Masters Award – Wisconsin Sustainable Business Council</p>
19	What percentage of your sales are to the governmental sector in the past three years	<p>KI's percentage of sales into the government sector over the past 3 years is between 5% and 25%. KI's product offerings allow for State and Local government to choose functional and quality products without sacrificing the most current styles and collaborative trends. KI experiences sales growth in the Government sector each year. (This growth does not include KI's Prison Industries programs).</p>
20	What percentage of your sales are to the education sector in the past three years	<p>KI's percentage of sales into the educational sector over the past 3 years is between 50% and 75%. KI proudly manufactures furniture solutions that support the freedom to move, a vital need and so much more. Supporting the development of world-class learning environments has been – and always will be – at the very core of KI. It's what we do best. KI has experienced growth in sales within the educational sector each year. KI education markets are critical to KI's vertical market strategy. The combined sales is ranked 1 and 2 within KI's vertical markets.</p>
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>KI holds cooperative purchasing agreements with groups such as NASPO, OMNIA and TIPS. KI also holds up to 26 State contracts. A growing number of States have adopted the Sourcwell cooperative and KI Furniture as their lead-state contract. Annual Sales per GPO and State contracts vary from \$100K - \$50 Million. Sourcwell is the most requested and utilized contract in KI's portfolio.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>KI holds a General Service Administration (GSA) Contract, number: GS-28F-0033P. Annually, KI performs in the range of \$1 million - \$50 Million.</p>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name	Contact Name	Phone Number
Tulsa Public Schools: East Central Library	Shawn Parks	918.746.9724
Stillwater Public Schools: Sangre Ridge Elementary Library	John Anders, Facilities Director	405.533.6340
Florida International University	Mark Marine, Manager of Administrative Services	305.348.7357
Department of Juvenile Justice: Fort Myers Youth Academy	Katrina Harvey	239.210.0934

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type	State / Province	Scope of Work	Size of Transactions	Dollar Volume Past Three Years
College/ University	Education	Wisconsin - WI	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$5M to \$12M
College/ University	Education	North Carolina - NC	Supplied good and services	Approximately \$250K to \$1M/project	Approximately \$1M to \$8M
K-12 Public	Education	New York - NY	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$500K to \$5M
Local Government	Government	Minnesota - MN	Supplied good and services	Approximately \$500K to \$1M/project	Approximately \$1M to \$8M
Local Government	Government	Florida - FL	Supplied good and services	Approximately \$250K to \$500K/project	Approximately \$250K to \$3M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response
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25	Sales force.	<p>KI Locations or Sales Specialist Near You In addition to corporate headquarters, showrooms better understand your overall project objectives. KI has broken out the numbers below.</p> <p>National Support and Service:</p> <ul style="list-style-type: none"> - 22 Showrooms – eight of which are international - 3 Divisions - 8 Manufacturing Locations – three of which are international <p>Field Sales Force:</p> <ul style="list-style-type: none"> - 74 Direct Sales Representatives - 87 Independent Sales Representatives - 13 Canadian Sales Representatives <p>Corporate Support and Service:</p> <ul style="list-style-type: none"> - 5 staff - Market Development Analysts - The goal of the Market Development area is to generate thousands of "qualified" project opportunities. These projects must be "new" to the field and not already registered in our internal database. - 54 staff - Inside Sales Support - KI has a dedicated Inside Sales Support area that works within a specific region to support customers, clients and sales representatives. This area includes actively marketing KI's product offering throughout their designated region. - 174 staff – Corporate Customer Service and other Support Teams - When a customer places a call to the KI customer service departments, a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible within a reasonable response timeframe. - Customer Service Agents are assigned to provide support and include the responsibility for handling all aspects of daily project coordination. The primary team contacts are based on expertise. - Customer Service Team Manager provides additional support in the overall coordination of an account's specific needs including designation of resources and project coordination logistics.
26	Dealer network or other distribution methods.	<p>Dealer Network KI has 340 approved dealers and 58 approved dealer representatives listing for your review.</p> <p>Spacesaver Corporation 23 US Area Contractor/Distributor 11 Canadian Distributors</p>
27	Service force.	<p>Division of KI – Corporate Services</p> <p>52 Staff - Installation Management Services (Corporate Services): The Corporate Services team is comprised of customer focused, factory trained Regional Managers, Installation Supervisors and Certified Installers. Regionally based service teams are available for quick response. These Team Members are factory-trained and specialize in the installation, maintenance, and repair of all of KI's products</p> <ul style="list-style-type: none"> - 9 Staff - Regional Managers - 31 Staff – Installation Supervisors - 9 Staff - Installation and Account Coordinators - 3 Staff - Project Managers - 153 – Certified Installers throughout the country

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Account Management We are transparent when it comes to your project, because we know it is more than a business transaction.</p> <p>While you will have one main point of contact, know that an entire team will be working on your behalf. The cross-functional team includes tenured industry professionals who specialize in executing large and complex projects. The team is selected based on your needs, so in addition to your sales representative and customer service representative, team members may also be selected from design, manufacturing, finance or any other area of the business that could positively impact the outcome of your project.</p> <p>CENTRALIZED PROJECT MANAGEMENT KI's centralized approach to project management, offers clients a variety of critical benefits, including:</p> <ul style="list-style-type: none"> • Intimate project knowledge and local representation • Access to an experienced corporate team of project managers • Access to a dedicated client support team, along with a single point of contact • Complementary CAD and other support services (including revisions) • Continuity and consistency in project management practices • Centralized data management <p>LOCAL SUPPORT Your sales specialist is based out of your geographic area and can respond to your needs in person, if necessary. This person is responsible for your account as well as specific projects you have in progress and will work with you one-on-one to develop account management plans, discuss projects in progress, perform site reviews, etc. The sales specialist can also engage, when necessary, with his or her district sales leader who can provide account support while ensuring project integrity from start to finish.</p> <p>KI Customer Service Customer service agents interface with design/engineering, manufacturing and logistic departments to handle customer concerns and issues. Standard hours of operation are from 8 a.m. to 5 p.m. with fluctuation for specific geographic areas. When a customer places a call to the KI customer service department, the customer will be greeted by a member of KI's Welcome Center who will then direct the call to the appropriate individual. KI is committed to providing customers with the most timely and accurate communication possible and adheres to four-hour response timeframe.</p> <p>Please find the complete Customer Service Program attached for your review.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>KI and its Subsidiaries are authorized to sell and provide services in all 50 states, the District of Columbia, Canada and more. Neither KI nor its Subsidiaries are limited to any geographical area.</p> <p>KI and its Subsidiaries are able to service all of Sourcewell market segments through the proposed contract.</p>
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>KI and its Subsidiaries are able to fully serve ALL Sourcewell Member sectors that utilize commercial furnishings through the proposed contract.</p>
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	<p>KI and its Subsidiaries do not have any specific requirements or restrictions which apply to Sourcewell Members located outside the continental USA.</p> <p>For shipments destined to other U.S. states (outside the 48 U.S. contiguous) or foreign territories, delivery will be made to a prearranged port. Members shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p>

Table 7: Marketing Plan

Line Item	Question	Response
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Tradeshows KI will market and promote the Sourcewell contract during tradeshows with customized literature and signage. KI will actively participate in the AASA, NAEP, I-ASBO, NACO, NIGP and all the additional shows we participates in annually. KI attends approximately 50+ tradeshows a year.
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33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Over the years, we've developed a keen eye and learned quite a bit about what works and what doesn't. And it's important to us to share that information with you...to inspire you and help you make smart furniture solutions. To that end, we have several resources where you can leverage our experience and get inspired!</p> <p>SOCIAL MEDIA For new product ideas and project inspiration, few social media sites have proven more valuable and visual than Pinterest. We've curated endless boards for cool training spaces, work styles, active design, various products, architectural walls, quotes we love, cities we've visited and our favorite -- #designmoves. If you're looking for inspiration, here's where you'll find it -- PINTEREST.</p> <p>In addition, you can also engage with us on these social channels: facebook, twitter, snapchat, Instagram and YouTube.</p> <p>ELECTRONIC CATALOGS We've developed a catalog for each of our core markets. Each catalog offers insights on the market, real-world images, thought-starters and space planning ideas as well as product recommendations. You can flip through the catalogs here or order a printed copy on KI.com.</p> <p>Higher Education Solutions Catalog K-12 Solutions Catalog Healthcare Solutions Catalog Business Solutions Catalog</p> <p>THOUGHT LEADERSHIP White Papers: Our product design is based on human-centered design. We are often in the field observing, interviewing and experimenting. In addition, our market leadership team is always researching and investigating how our furniture can support the way you work, learn, relax and heal. We've compiled that information into several white papers to help you plan the perfect environment.</p> <p>The Learner's Journey Collegiate/Workplace Design Improving Clinic Design Understanding Active Design</p> <p>KI Blog: If you don't have time to thoroughly read a white paper, you can glean a lot of info thought leaders.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Marketing Sourcewell proactively and jointly market KI's contract to agencies nationwide throughout the United States through a network of major sponsors (AASA, NAEP, I-ASBO, NACO, NIGP) and state-level sponsors. In addition, Sourcewell staff will enhance the Supplier's marketing efforts through in-person/phone meeting with public agencies, participation in key events, tradeshow, web site, social media, publications, and by providing online tools to the Supplier's sales force.</p> <p>Training Anticipate that Sourcewell would be dedicated to the training and education of KI's s Sourcewell contract.</p> <p>Knowledge Management Support Anticipate Sourcewell would provide resources and tools that marketing, training, and targeting data.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>KI offers an e-procurement ordering process via third party technologies. These private "purchasing portals" are available for qualified requests. KI customers use the e-procurement system as a means of transacting online purchase orders via private web pages, individually loaded with customer-approved style and finish options as well as contract pricing. These electronic systems allow numerous locations and purchasing entities to utilize one central method of submitting purchase orders, which streamlines paperwork and improves communication.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	KI provides published installation/ assembly instructions and user / maintenance manuals for products directly to the client at no additional cost. Along with written information, KI personnel can provide hands-on product training. This valuable face-to-face interaction between knowledgeable KI employees and client facilities personnel provides a proactive learning experience and offers a forum in which to raise questions and discover the most efficient methods of product handling. Once trained, facilities personnel can handle a wide range of product maintenance procedures, eliminating the need to hire outside labor for simple product adjustments. This would be an optional request at no additional charge.
37	Describe any technological advances that your proposed products or services offer.	<p>Innovation</p> <p>KI is a unique contract furniture manufacturer. We use a Go-To-Market strategy to tailor products and service solutions to the specific needs of each customer. In fact, many of our "standard" products were born out of the need to solve a particular customer's challenge. Once we develop a furniture innovation, we share in the success of these personalized solutions by making them available to all our customers.</p> <p>Innovation is Part of Our DNA Innovation: Large Space Installation KI has demonstrated the ability to create unique, productive, ergonomically complete work environments based on our client's goals and objectives.</p> <p>Innovation: Implement IPD Process and Save Time KI continues to evolve the innovation process to maximize efficiency through all phases of design, fabrication and construction.</p> <p>The key to a successful IPD process is early trade involvement. KI recognizes that organizations that work on different projects can bring interesting points of view on how to handle specific workplace issues. Electricians and data management specialists can enlighten us on their challenges in managing technology and power that we can integrate with our product solutions. General construction works closely with KI, especially on movable wall projects, because interior architecture and furniture are so tightly entwined.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please reference KI Circular Economy Model - Attachment
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please reference KI Eco-Labels Ratings Certifications - Attachment

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As an equal opportunity employer, KI implements fair labor and business practices across all levels of the organization. Promoting a balanced playing field in the marketplace, KI follows basic guidelines when selecting subcontractors. Ensuring fair procurement of products and services, KI participates in the development, preparation and execution of individual subcontracting plans and monitors performance relative to each plan. The company's support of minority and women-owned enterprises is demonstrated through outreach efforts, internal guidelines and processes, contractual language and incentive plans. Some of the specific ways KI can meet supplier diversity initiatives include.</p> <p>Outreach efforts to obtain sources:</p> <ul style="list-style-type: none"> • Contracting minority and small business trade associations • Contracting business development organizations • Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (Pro-Net) System. • Attending small, minority and women-owned small business procurement conferences and trade fair. <p>Internal efforts to guide and encourage purchasing personnel:</p> <ul style="list-style-type: none"> • Presenting workshops, seminars and training programs • Establishing, maintaining and using small, hubzone small, small disadvantaged and women-owned small business source lists, guides and other data for soliciting subcontracts. • Monitoring activities to evaluate compliance with the subcontracting plan <p>KI also participates and cooperates in pertinent studies and/or surveys as well as periodic compliance reporting which show compliance with subcontracting plans.</p> <p>Please find "KI's Minority Plan for 2019" attached for your review.</p> <p>You will also find the certification for each dealer partner listed on the approved dealer list attached for question 26. Dealer Network.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>KI has numerous unique qualities.</p> <ul style="list-style-type: none"> • The Sourcewell member is the most important customer to KI. Some manufacturers have to keep their largest distributors happy and large distributors have to keep their key providers happy, KI is only concerned with providing the right solution for the Sourcewell members. • If standard furniture options just aren't working for you and you need an "outside the box" solution, look to Infinity from KI. Approximately 20% of all KI solutions fall into the category of Infinity, compared to an industry average of roughly 1%. Whether you want to modify an existing KI product or create something from concept, we can help. • The Education and Government customers are KI's "Core Markets". The Sourcewell members aren't an opportunity market for us they are who we interact with on a daily basis to improve learning and productivity. • KI is 100% employee owned ESOP Company. Every employee/owner is responsible for and committed to doing the right thing, the right way, every time, because we all dependent upon it. • KI is a United States manufacturer. Some of the industry giants import up to 40% of their products sold in the United States. KI imports a much smaller percentage and is driven to create more local jobs who support Education and Government markets with their taxes. • KI has the broadest selection of products in the industry which allows for "1-stop shopping" which allows the Sourcewell member to attain the deepest discount tier more easily than having to select from multiple sources.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	<p>KI has the ability to service Canadian customers through our Canada subsidiaries however there are barriers that exist regarding certifications which can be cost prohibitive. KI's current submission does not provide a pricing structure for the international business, however should the Canadian demand increase, KI can look at the pricing structure and business practices required in order to service this geographic area in an effort to navigate the exchange rate and tax challenges.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	<p>Yes, KI's warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period.</p> <p>Labor Warranty Further subject to the limitations set forth below, KI warrants that the KI product will be installed in compliance with all manufacturer specifications. If, during the ninety (90) days immediately following initial installation, KI reasonably determines that one or more aspects of the KI product was not installed according to manufacturer specifications, KI shall, at KI's expense, reinstall the affected components according to manufacturer specifications. KI shall be afforded reasonable access to all components suspected to require reinstallation in order to determine warranty coverage. Claims of alleged faulty installation made to KI outside the aforementioned ninety (90)-day period shall fall outside the scope of this warranty, and KI shall be under no obligation to provide any reinstallation services for untimely claims.</p>
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	KI's Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	KI has the ability to provide a certified technician to perform warranty work in any geographical location. Each Sourcewell Member will be provided detailed information as to how to contact KI or KI's representative for warranty work.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	KI is the manufacturer and will cover all products that are part of our proposal.
48	What are your proposed exchange and return programs and policies?	<p>KI is a just in time manufacturer and produces products according to a client's specific specifications, therefore an exchange option or program is not required.</p> <p>Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.</p> <p>If a product is defective upon arrival, and if written notice of the defect is given to KI, both product and services will be covered by KI's warranty.</p>
49	Describe any service contract options for the items included in your proposal.	<p>KI will offer its full product line and our subsidiary companies product lines to Sourcewell. KI has an extensive educational portfolio, along with a full line of systems products, files & storage, seating, tables, lounge seating, healthcare, casegoods, architectural walls, and auditorium applications.</p> <p>KI also has factory trained technicians and installation partners throughout the US that can assist in fulfillment needs.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>KI uses the tools of Salesforce.com to store Sourcewell contract terms and discounting. Salesforce.com is tied to KI's proprietary quoting system in a way that once the Sourcewell contract number is loaded into the system, Salesforce.com auto feeds the discounting into the required Product fields of the quote.</p> <p>Each Sourcewell Purchasing option and tier has a unique contract number in Sourcewell to ensure proper costing is populated based on the customer requirements. KI is composed of a team of inside sales specialists, Regional Sales Representatives and a robust Dealer network.</p> <p>A select number of dealer partners have access to the proprietary quoting program and are trained on its use. All other Dealer network partners must request a quote from KI in an effort to ensure contract discounting compliance. Built into KI's pricing submittal is Dealer compensation.</p> <p>KI values the customer experience and finds great value in allowing the Customer to determine their comfort level in administering a purchase order direct to the Manufacturer or through their trusted Dealer network. Either way, KI makes sure that the end-user price is always based on the awarded contract discount.</p> <p>The unique Sourcewell contract numbers that were applied to the various Sourcewell procurement options (volume tiers and Delivered or Delivered and installed) are noted on the quote cover page and urged to be mentioned on the Members purchase order as an extra measure. Once a PO and accompanied quotation is received by KI's order entry team, they log in the order and order information including the Sourcewell contract numbers. KI's system has programing written to scan for the use of the Sourcewell contract and accrue the administration fee for future reporting and payment.</p> <p>On a quarterly basis KI's Contract Management department will run the reporting based on all of the Sourcewell contracts and input the data into the Sourcewell sales usage templates. The sales total is calculated based upon the agreed upon administration fee and a check from the accrued account is cut and accompanied by the sales usage report to the remittance address of Sourcewell.</p> <p>Over the last few years KI has invested many resources into programing a proficient way to have our procurement programs and automations take the guess work out of the compliances. The current enhancements have helped make a good process great and we are not about to stop there. Every year the KI team looks at how we can reinvest our efforts into making a Customer's experience better. To KI a Customer is defined as our internal team and partners, and anyone affiliated with KI and its business. Our goal is to continue to grow and find ways to make working with KI an effortless experience.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, P-Cards are accepted at time of order placement only, order needs to be \$500 or less and be paid in full. There would be no additional costs to the Sourcewell Member if using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>KI will be providing a percentage discount off KI's published product price lists.</p> <p>In a continuing effort to improve efficiency and reduce our environmental impact, KI will no longer offer printed price lists. KI price lists are now available in electronic format (PDF) only. We have provided Sourcewell with direct links to all of KI product price lists. These price lists are also available at ki.com/planning/pricelists.aspx to download. It is best to rely on the electronic (PDF) versions of the price lists to ensure that you and your members are viewing the most recent pricing.</p> <p>As a manufacturer of commercial educational/office furniture, KI offers numerous options in colors, fabrics, laminates, styles, paint finish for every product we sell. Providing sku # for every option would entail literally millions of sku numbers. Product selections can be provided by KI Representatives or through our extensive dealer network.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Catalogs provided show "list pricing". KI will be providing a percentage discount off list pricing.</p> <p>Discounts will vary depending on product and geographic area. KI has established 4 "zones" that will cover our 48 contiguous states. Those 4 zones offer both a "dock" delivery option and an "installed" option for Sourcewell customers. Zone 5 has been established for Alaska and Hawaii. Zone 5 offers a "dock" delivery option only for port of exit. Delivery from continental US to HI or AK may have an additional charge. Installation, if requested, will be negotiated between the customer and the installer on a case by case basis.</p> <p>Using the total list price of a project, the tiered discount can then be determined.</p> <p>Please see the product discount spreadsheet under the Pricing Offered section of the RFP.</p>
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>KI's pricing policy is to always provide the "BEST PRICE" on all of its products, which eliminates the need for rebates, incentives, or additional discounts. It is KI's intent to provide Sourcewell and its members with the "BEST PRICE", based on the terms and conditions, as documented in the Pricing offer.</p>
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>KI will assist in the procurement of "Sourced Goods" (non-KI product) provided that the majority of the order is made up of KI Products. These items would be sold at cost plus a percentage.</p> <p>KI also has an internal group (Personalized Solutions Group), which takes product solutions and makes minor modifications to them, again to meet a specific client needs, application, or sustainability requirement. Personalized solutions allows KI the ability to create greater variety in products at desirable prices. These items would be quoted on a case by case basis.</p>
58	Identify any element of the total cost of acquisition that is NOT pre- delivery inspection, installation, set up, mandatory training	<p>Not only has KI provided a discount for dock delivery but we have also provided an "installed" option for Sourcewell customers.</p> <p>Installation for HI or AK, if requested, will be negotiated between the customer and the installer on a case by case basis.</p> <p>Auditorium /Fixed Seating & Demountable Walls Architectural products charges and are quoted on a project by project basis.</p> <p>Spacesaver Products Installation: Due to the customer nature of this equipment, it is quoted per project; however, installation charges for non-union, non- prevailing wage projects will not exceed 40% of list price for any product categories noted. Projects requiring prevailing wage or union wages must be quoted project by project due to local variations in wages and classifications of labor.</p>

59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Products quoted as "Delivered Pricing", no additional cost will be given. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing.</p> <p>Accessorial Fees: Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:</p> <ul style="list-style-type: none"> • A need for special delivery equipment, including lift gates • The absence of a loading dock • Re-direction or re-consignment of product • Detention charges • Street unloads • Improper refusal of product • After hours/weekend installation • Union labor rates if required • Additional fees for installations in excess of 30 miles from closest servicing center and on full service installation orders less than \$2,500. <p>Auditorium /Fixed Seating & Demountable Walls Architectural products transportation and are quoted on a project by project basis.</p> <p>Spacesaver Products Freight and inside delivery: is quoted per project lowest cost to each member.</p>
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	KI reserves the right to select the "best way" shipment methods and m a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than other U.S. states or foreign territories, delivery will be made to a prea
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>KI's Discounting is zoned in a way to provide price relief to geographic areas. Within this structure KI provides multiple delivery options for each end users site conditions and specifics.</p> <p>A few of KI shipping methods are:</p> <ul style="list-style-type: none"> • Parcel (FedEx or UPS) • Standard LTL • Truckload • Advance Shipment Notification (ASN) • Blanket Wrapping

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: '	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Salesforce.com is communication tool used between the field sales organization and customer support at the corporate office. It gives real-time updates and instructions where needed and helps in product management, reporting, and contract management.</p> <p>Salesforce allows the company to provide one view of the customer to its internal employees and Sales Associates. All KI sales and support roles have visibility to the accounts, contract pricing, and contacts that interact with KI personnel in the order-to-cash cycle. They also have collaborative technology to share information on opportunities and cases.</p> <p>Sourcewell members that have a direct account, the KI contract number is listed on the account. This contract number will automatically appear on their orders when they are entered. If the Sourcewell contract number is noted on the order or on the quote from the sales rep, then that contract number is entered on the order.</p> <p>KI's Process for tracking sales from distributors and/or dealers</p> <ul style="list-style-type: none"> - On a weekly basis, reports of orders that are entered during the previous week are printed. - The end-user is determined on each order by checking the e-mailing the sales rep/dealer. - The end-user of each order is then checked against the Sourcewell member list. If the end-user is listed on the membership lists, the contract number is added to the order. - At the end of the quarter, the EDI report is run, which captures all orders during that quarter with the Sourcewell contract number listed on it. - When a dealer would have purchased for a member, the contract number is listed in the notes and all of the member information is then listed on the report. - Showcase query is then used to put the EDI information into the Excel document. - The report is then again checked one last time to make sure end-users are still an existing member of Sourcewell. At this time the member's name, address and member numbers are also check for accuracy. - When all final checks are completed, the report is sent via email to Sourcewell. - The admin fee and letter is then to Sourcewell.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	KI and its Subsidiaries would like to propose a 1% administrative fee calculated as a percentage of the contract sale price and to be payable to Sourcewell for facilitation and promotion of the contract opportunity.

Table 14: Industry Specific Questions

Line Item	Question	Response
65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most important is the feedback from the customer. KI has taken on a major initiative in enhancing the customer experience. Through our continuous improvement of corporate processes and policy to our internal customer service training and our customer surveys KI believes that the customer's needs will continue to change, and KI must adapt with it. Every survey score is reviewed and any score that is low is flagged and a personal call is made by our leadership team to assist in improving the experience and learning what steps need to be taken to make this the exception.

<p>66</p>	<p>Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.</p>	<p>Commitment to Quality Everyone at KI – from the sales representative out in the field to key part of the equation.</p> <p>To ensure our customers throughout the world feel assured that our products and services will meet their diverse quality requirements, we practice several quality performance measurements, including ISO 9001 certification, Six Sigma methodology, Kaizen processes and high ethical standards. We also incorporate environmental health and safety programs to ensure our business protects the health and safety of our employees, customers, vendors, communities and environment.</p> <p>KI's BIFMA Testing Lab certified Sourcewell can assure its members of the finest products by insisting that vendors meet acceptable quality standards. Those acceptable standards in the contract furniture industry are ANSI/BIFMA standards that test for stability, strength, durability and load. We qualify KI products to the applicable ANSI/BIFMA and UL test standards through independent and internal testing. KI is ISO 9001 registered, houses a state-of-the art and accredited laboratory testing facility with accurate equipment and fully trained personnel.</p> <p>*Copies of specific KI product test results are available upon request as required for product specifications, etc.*</p> <p>Our customers' appraisals of our performance, specifically quality, is of utmost importance to us. Please find the attachment titled BIFMA Testing for your review.</p>
<p>67</p>	<p>Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.</p>	<p>FURNISHING KNOWLEDGE THROUGH DESIGN</p> <p>Design shapes how we see ourselves, drives emotion and ensures safety. Our approach to design uses platforms of simplicity, universality and connectivity. Through human-centered design, we create compelling environments by aligning culture, brand and functional objectives. The ideas behind this approach include adaptive design, increased user control, higher levels of engagement and a balance between the basic work styles (Focus, Interaction, Ideation and Regenerative) and behavioral needs of users.</p> <p>Whether you're furnishing a school, workplace, healthcare center or government facility, each space presents its own nuances and challenges. At KI, we've spent decades learning about each of these core markets. We apply that knowledge to designing furniture that meets each market's specific requirements for aesthetics, durability, functionality, flexibility and technology integration. We invite you to experience how we can collaborate to meet your furniture needs.</p> <p>We can help you design campus and learning spaces that support a variety of engaging activities and reflect the growing importance of innovation, collaboration and creativity as found in professional environments.</p> <p>KI will work with Sourcewell members through brainstorming and collaborative activities to uncover key insights for their specific projects.</p>

68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>Infinity from KI At KI, we are uniquely positioned to bring your vision to life through our totally from scratch.</p> <p>Infinity from KI is a tried-and-true way for the KI team to engage with you to design and build the furniture you want and need -- personalized for your brand, your employees, your space.</p> <p>Inspiration can come from anywhere. Perhaps you like a standard KI product but you want to change a feature that we may not consider "standard" for that product. That's okay; we can do it! Or, perhaps you want to change everything about the product and create a totally new product. We can do that, too.</p> <p>See It Spec It See It Spec It allows you to view different fabrics, finishes and options on select products. With the click of a button, change the fabrics and finishes on select seating, tables, desking, benching, panel systems, storage and accessories.</p> <p>CAD/Revit Symbols Our CAD and Revit symbol library will quickly and accurately provide you with the product information you need to specify your project.</p> <p>Browse our 2D and 3D planning symbols available in DWG (CAD) or RFA (Revit) formats, compatible with a variety of planning and visualization software platforms. Learn more about our additional technologies, Encompass, 20/20 Technologies and Project Matrix.</p> <p>Images Browse, download and share images of KI furniture in myriad styles and applications.</p> <p>Surface Materials: Fabrics & Finishes Browse standard fabric and finish offerings and view specifications, colorways and product approvals.</p>
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	<p>KI has evolved over it's time to not just look at what products we can provide to an end user, but to act as visionaries, to see and understand what the Customer needs. Our design and development team is active among the Architectural and Design firms trying to get an understanding of what our customer in every market is looking for. Over time the way people work changes, and in some cases, history tends to repeat itself and a customer's needs can go full circle. That has never been more apparent than in todays markets and it is importance to stay ahead of those needs.</p> <p>By listening and networking within the core markets, our teams can assist in creating efficiencies and certainly does not sacrifice its quality. We may have started out provid</p>
70	Describe how your products are integrated or factor into a LEED certified facility.	<p>Environmental Overview LEED Programs</p> <p>RECYCLED CONTENT (1-2 Points) All KI products contain varying percentages of recycled content based on the material, product, and any specific or variable requirements.</p> <p>REGIONAL MATERIALS (1-4 Points) Manufactured within 500 miles of the project location. Manufactured: Six manufacturing l depending on product. Raw materials: As a just in time manufacturer, material selection project locations will vary.</p> <p>CONSTRUCTION WASTE MANAGEMENT (1-2 Points) Packaging Material - All corrugate, plastic wrap, metal or plastic binding is recyclable. - Packaging options help to support LEED NC & CI – MR 2.1 and MR 2.2 Construction Waste Management or LEED EB - MR Prerequisite 1.1 Source Reduction and Waste Management. - KI can assist in creating an onsite recycling program with the General Contractor.</p> <p>LOW EMITTING MATERIALS (1-2 Points) SCS Indoor Advantage™ Gold Certificate can be found at: www.scsglobalservices.org</p>

		<ul style="list-style-type: none"> - Qualifies for LEED low-emitting materials credits, complies with ANSI/BIFMA X7.1/M7.1, meets CA 01350. <p>CERTIFIED WOOD (1 Point) Forest Stewardship Council (FSC) Certified FSC Chain of Custody verification @ www.fsc.org - Available by "special request" on wood options</p> <p>DAYLIGHT AND VIEWS: Daylighting (1-2 Points) Maximize interior daylighting strategies - Movable Walls and Systems with glass options</p> <p>HEALTH PRODUCT DECLARATIONS (HPD) (1 Point) - Health Product Declaration (HPDs) provide a full disclosure of the potential chemicals of concern in products by comparing product ingredients to a wide variety of "hazard" lists published by government authorities and scientific associations. - KI continues to add products to this list as we receive supplier information.</p> <p>LIFE CYCLE ASSESSMENT (LCA)/ENVIRONMENTAL PRODUCT DECLARATION (EPD) (1 Point) - LCA/EPD is a technique to assess the environmental aspects and potential impacts associated with a product. - Our goal is complete at least one LCA/EPD a year due to the time needed and the costs involved in gathering and creating documentation. - KI continues to add products to this list as we receive supplier information.</p> <p>RE-USE/RECYCLING (1 Point) - KI selects materials that can be recycled at the end of a product's use and designs its products so that it can be easily disassembled and separated for local recycling facilities. - Disassembly Instructions can be found online or by request. - We have resources and a National Program that will assist or remove product and either donate to a non-profit or recycle the product to eliminate it from the landfill.</p> <p>FACTS® CERTIFICATION - The Facts certification mark is owned by the Association for Contract Textiles, Inc. (ACT) - A Facts sustainability rating indicates a textile has been evaluated for environmental, economic and social aspects across its life cycle. - Pallas currently has over 35 sku's that have been awarded this certification.</p> <p>LEED Other Credits: (1-4 Points) - Environmentally preferable interior finishes and furnishings, allows project teams to earn an Innovation point for purchasing products certified under ANSI/BIFMA e3 Furniture Sustainability Standard. - Enhanced Acoustical Performance: Design to meet STC Rating and reducing external and internal noise transmissions/ - Innovation Credits: <ul style="list-style-type: none"> o Pilot Credit 44: Ergonomic Strategy; Identify activities and behaviors, equipment, and education. o Design for Flexibility o Regional Materials </p>
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	<p>KI and its subsidiaries have been successful in continuing to grow our market share since the beginning of our relationship with Sourcewell in 2008. We believe that our values and passion to support the customer are strongly aligned. Both Sourcewell and KI value the relationships with the customer and continue to better understand how to support the Government and Educational sectors. KI has strong leadership and strive to provide training to our representatives regarding the importance of these aligned goals. In turn we understand the importance of being able to satisfy the customer's desire to work with specific local dealers/ contractors/ installers that other manufacturers who must utilize franchise dealers cannot. The advantage this presents is customer comfort, the ability to work with who they are comfortable with. Our goal is to continue to partner with other Sourcewell contract holders to promote KI product and the Sourcewell portfolio of contracts, for the betterment of its members. Our growth and success in these markets will continue to grow by instilling these values and offering this effortless experience to the Sourcewell members and any customer looking for a furniture solution.</p>

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - 10. Financials strength and stability.pdf - Monday December 16, 2019 17:07:33
 - [Marketing Plan/Samples](#) - 32. Marketing - Sourcewell---KI-Contract-Overview.pdf - Monday December 16, 2019 17:08:01
 - [WMBE/MBE/SBE or Related Certificates](#) - 40. Minority (MWBE) Subcontracting Plan-2019.pdf - Monday December 16, 2019 17:08:10
 - [Warranty Information](#) - 43. Terms-Conditions-Rights-and-Warranties.pdf - Monday December 16, 2019 17:08:21
 - [Pricing](#) - 62.Pricing Sourcewell Discount Matrix.xls - Wednesday December 18, 2019 10:37:45
 - [Additional Document](#) - Additional Documents.pdf - Monday December 16, 2019 17:20:07

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Guy Patske, Assistant Secretary , Krueger International, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No



INSITHE-01

MMILLIKAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent 2700 Forum Blvd Columbia, MO 65203	CONTACT NAME: PHONE (A/C, No, Ext): (573) 634-2122 FAX (A/C, No): (573) 636-7500 E-MAIL ADDRESS: meagan.millikan@winter-dent.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Inside The Lines LLC 100 E. Texas Ave. Columbia, MO 65202	INSURER A : Tri-State Insurance Company NAIC # 25712	
	INSURER B : Acadia Insurance Company 31325	
	INSURER C : Markel Insurance Company 38970	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket add ins./Wav	X		ADV 3127819-24	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CPA 3127820-24	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X		CPA 3127820-24	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$
	DED RETENTION \$						\$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0169164-05	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Boone, Missouri C/O Purchasing Department 613 E Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)

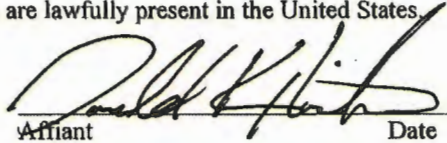
State of MO)

)ss
)

My name is Don Hinshaw. I am an authorized agent of Inside the Lines

(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

 5/8/2020
Affiant Date

Donald K Hinshaw
Printed Name

Subscribed and sworn to before me this 8 day of May, 20 20


Notary Public
DEAN LYNN HERLING
My Commission Expires
June 10, 2023
Boone County
Commission #15197573



Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.



Company ID Number: 227625

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Inside the LINES** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 227625

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

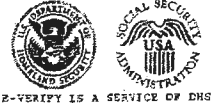
3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 227625

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



Company ID Number: 227625

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



Company ID Number: 227625

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 227625

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



Company ID Number: 227625

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



Company ID Number: 227625

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



Company ID Number: 227625

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Company ID Number: 227625

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 227625

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer inside the LINES

Glen Gromer

Name (Please Type or Print)

Title

Electronically Signed

07/02/2009

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

07/02/2009

Signature

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 227625

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: inside the LINES

Company Facility Address: 100 East Texas Avenue

Columbia, MO 65202

Company Alternate Address:

County or Parish: BOONE

Employer Identification Number: 431873689

North American Industry Classification Systems Code: 442

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 227625

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Glen Gromer	Telephone Number:	(573) 234 - 0778	Fax Number:	(573) 234 - 0777
E-mail Address:	gleng@insidethelines.net				
Name:	Ellen E Smothers	Telephone Number:	(573) 234 - 0778	Fax Number:	(573) 234 - 0777
E-mail Address:	ellens@insidethelines.net				
Name:	Bradley J Elken	Telephone Number:	(573) 234 - 0778	Fax Number:	(573) 234 - 0777
E-mail Address:	brade@insidethelines.net				

(Please complete and return with Bid)

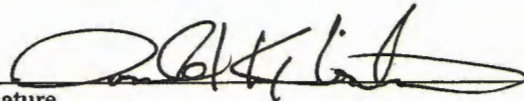
**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Donald K. Hinshaw, General Manager
Name and Title of Authorized Representative


Signature

5/8/2020
Date

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$50.07
Boilermaker		\$24.71*
Bricklayer		\$48.21
Carpenter		\$43.62
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$40.27
Plasterer		
Communications Technician		\$50.06
Electrician (Inside Wireman)		\$50.16
Electrician Outside Lineman		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.71*
Glazier		\$24.71*
Ironworker		\$55.96
Laborer		\$38.43
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$49.89
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$60.91
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$37.40
Plumber		\$61.73
Pipe Fitter		
Roofer		\$46.55
Sheet Metal Worker		\$51.08
Sprinkler Fitter		\$46.99
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$49.38
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$43.25
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.92
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

May Session of the April Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

28th

day of

May

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the Sourcewell Cooperative Contract 121919-TKN – Teknion Office Furniture with Inside the Lines LLC of Columbia, Missouri.

The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 28th day of May 2020.

ATTEST:

Brianna L. Lennon

Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Papp

Fred J. Papp
District I Commissioner

Jane M. Thompson

Jane M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: May 13, 2020
RE: Sourcewell Cooperative Contract: 121919-TKN – Teknion Office
Furniture

Purchasing requests permission to put in place for County use, Sourcewell cooperative contract *121919-TKN – Teknion Office Furniture* with Inside the Lines of Columbia, Missouri.

This is a county-wide Term and Supply contract, and the initial term is through February 18, 2024 with one, one-year renewal period.

cc: Contract File

**PURCHASE AGREEMENT
FOR
Teknion Office Furniture
Term and Supply**

THIS AGREEMENT dated the 28th day of May 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Inside the Lines LLC** herein "Vendor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract to furnish, deliver and install **Teknion Office Furniture with Related Accessories and Services** in compliance with all contract documents issued for the Sourcwell contract **121919-TKN**, Boone County Insurance Requirements, Work Authorization Certification, Debarment Certification, Prevailing Wage Order #26, Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law, as well as Boone County Standard Terms and Conditions. Affidavit of Compliance with OSHA and Affidavit of Compliance with Prevailing Wage Law shall be submitted to the Purchasing Department at the close of each project when applicable. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement with Boone County Standard Terms & Conditions, Sourcwell contract 121919-TKN shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on **April 10, 2020 and extend through February 18, 2024** subject to the provisions for termination specified below. The contract may be automatically renewed by the County for one (1) additional one-year period.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to furnish, delivery and install Teknion Office Furniture. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices and the "not to exceed" discount structure set forth in the Contractor's bid response, as needed and as ordered by County. Discount off list as follows:

<u>Description</u>	<u>Discount \$1-\$350,000</u>	<u>\$350,001 +</u>
Ability, Complements, District, Filing/Storage, HAB, Interpret, Leverage, Marketplace, Thesis, TOS, Upstage	69.33%	70.40%
Altos, Focus, Optos, Tek Booth, Tek Vue	69.33%	70.40%
Boulevard	65%	65%
Expansion Casegoods, Expansion Desking and Expansion Training Tables Expansion Cityline	61%	63.25%
Teknion Tables and Modular Cabinets	57.30%	58%
Teknion Seating	57%	59.33%
Teknion Wood Casegoods (Korato, Modena, Philadelphia, Volterra), Dossier, Expansion Wood, Foundations, Journal, Punt Collection, Custom Solutions	55.33%	57.25%
Zones	44.50%	45.50%
Studio TK	43.75%	\$43.75%

press - Xpress discounts match standard lead discounts. Follow standard Xpress Guidelines for order limitations.

4. **Delivery** - Vendor agrees to deliver furniture FOB Destination as set forth in the bid documents and per posted lead times.

5. **Warranty** – Detailed within Teknion’s attached proposal response.

6. **Furnishing, Delivery and Installation** – Contractor shall provide a “not to exceed” quote for furniture, delivery, and installation that clearly shows the list price and the discounted contract price to the County office placing the order. Quote shall include the estimated hours for labor/installation. Invoice following completion of project shall be for actual hours of installation, not to exceed the initial quote. Inside the Lines attached Services Fees will be used on an “as needed, when needed” basis. Fees shall not exceed \$6,000 in a 90-day period.

7. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department for any single project exceeding \$75,000. **Prevailing Wage Order #26** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is \$75,000 or less, then the Prevailing Wage Law will **NOT** apply to that project.

If a quote received for a project from this Term and Supply contract for a “major repair” or “construction” of a public work project is greater than \$75,000, then the Prevailing Wage Law **WILL** apply to the entire project.

Special Rule for Change Orders: If the County accepts a quote for less than \$75,000 for a “major repair” or “construction” of a public work project and that project is later subject to a change order that raises the total project price over \$75,000, then the vendor is responsible for identifying that portion of the work causing charges that are in excess of \$75,000 and the Prevailing Wage Law **WILL** apply to only that portion of the project that is in excess of \$75,000.

8. **OSHA Training – OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

9. **Overhead Line Protection** - The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor

or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

10. **Billing and Payment** - All billing shall be invoiced to the Boone County respective ordering Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

11. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

12. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

INSIDE THE LINES LLC

BOONE COUNTY, MISSOURI

DocuSigned by:
Bradley Eiken
by _____
F20450B0EDBB46A

by: Boone County Commission

Brad Eiken - Owner
title _____

DocuSigned by:
Daniel K. Atwill
_____ BA4B934GED6E4EB...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Johnson
_____ 7D71DEAE89D74DD...
County Counselor

DocuSigned by:
Brianna L Lennon by MT
_____ 7D82DA986BF6495...
County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:
Jane E. Pritchard by RA
Term + Supply - No encumbrance required
_____ EB91DB24AAAC49D...

5/21/2020

County-Wide Term and Supply

Signature

Date

Appropriation Account

STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
14. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with

contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

Teknion Pricing Proposal - US

Teknion Product Line	List Value Tier Per Order	Discount off List
Ability, Complements, District, Filing/Storage, HAB, Interpret, Leverage, Marketplace, Thesis, TOS, Upstage	\$1 - \$100,000	69.33%
	\$100,001 - \$350,000	69.33%
	\$350,001 and Higher	70.40%
Altos, Focus, Optos, Tek Booth, Tek Vue	\$1 - \$100,000	69.33%
	\$100,001 - \$350,000	69.33%
	\$350,001 and Higher	70.40%
Boulevard	\$1 - \$100,000	65.00%
	\$100,001 - \$350,000	65.00%
	\$350,001 and Higher	65.00%
Expansion Casegoods, Expansion Cityline, Expansion Desking, Expansion Training Tables	\$1 - \$100,000	61.00%
	\$100,001 - \$350,000	61.00%
	\$350,001 and Higher	63.25%
Teknion Tables and Modular Cabinets	\$1 - \$100,000	57.30%
	\$100,001 - \$350,000	57.30%
	\$350,001 and Higher	58.00%
Teknion Seating	\$1 - \$100,000	57.00%
	\$100,001 - \$350,000	57.00%
	\$350,001 and Higher	59.33%
Teknion Wood Casegoods (Korato, Modena, Philadelphia, Volterra), Dossier, Expansion Wood, Foundations, Journal, Punt Collection, Custom Solutions	\$1 - \$100,000	55.33%
	\$100,001 - \$350,000	55.33%
	\$350,001 and Higher	57.25%
Zones	\$1 - \$100,000	44.50%
	\$100,001 - \$350,000	44.50%
	\$350,001 and Higher	45.50%
Studio TK	\$1 - \$100,000	43.75%
	\$100,001 - \$350,000	43.75%
	\$350,001 and Higher	43.75%
Xpress	Xpress Discounts match Standard Lead Discounts. Please follow standard Xpress Guidelines for order limitations.	

TERMS AND CONDITIONS

1. Discount includes freight to any single destination within the Continental United States.
2. Discounts do not include sales/use tax, inside delivery or installation of products.
3. Discounts applied to list prices in effect at time of order entry.

Teknion Pricing Proposal - Canada

Teknion Product Line	List Value Tier Per Order	Discount off List
Ability, Complements, District, Filing/Storage, HAB, Interpret, Leverage, Marketplace, Thesis, TOS, Upstage	\$1 - \$100,000	64.73%
	\$100,001 - \$350,000	64.73%
	\$350,001 and Higher	65.96%
Altos, Focus, Optos, Tek Booth, Tek Vue	\$1 - \$100,000	64.73%
	\$100,001 - \$350,000	64.73%
	\$350,001 and Higher	65.96%
Boulevard	\$1 - \$100,000	59.75%
	\$100,001 - \$350,000	59.75%
	\$350,001 and Higher	59.75%
Expansion Casegoods, Expansion Cityline, Expansion Desking, Expansion Training Tables	\$1 - \$100,000	55.15%
	\$100,001 - \$350,000	55.15%
	\$350,001 and Higher	57.74%
Teknion Tables and Modular Cabinets	\$1 - \$100,000	50.90%
	\$100,001 - \$350,000	50.90%
	\$350,001 and Higher	51.70%
Teknion Seating	\$1 - \$100,000	50.55%
	\$100,001 - \$350,000	50.55%
	\$350,001 and Higher	53.23%
Teknion Wood Casegoods (Korato, Modena, Philadelphia, Volterra), Dossier, Expansion Wood, Foundations, Journal, Punt Collection, Custom Solutions	\$1 - \$100,000	48.63%
	\$100,001 - \$350,000	48.63%
	\$350,001 and Higher	50.84%
Zones	\$1 - \$100,000	36.18%
	\$100,001 - \$350,000	36.18%
	\$350,001 and Higher	37.33%
Studio TK	\$1 - \$100,000	35.31%
	\$100,001 - \$350,000	35.31%
	\$350,001 and Higher	35.31%
Xpress	Xpress Discounts match Standard Lead Discounts. Please follow standard Xpress Guidelines for order limitations.	

TERMS AND CONDITIONS

- Discount includes freight to all Urban Centers. For locations 200 km outside of Urban Centers, freight costs will be quoted on a project by project basis.
- Discounts do not include sales/use tax, inside delivery or installation of products.
- Discounts applied to list prices in effect at time of order entry.



Contact Information

NC, SC, GA, TN, AL, FL	David Moorad	404.457.9191	david.moorad@teknion.com
LA, MS, TX, OK, AR, CO, WY	Steve Hindle	410.300.9955	steve.hindle@teknion.com
VA, DC, MD, DE, NJ, PA (except Pittsburgh)	Bill Richards	202.246.8582	bill.richards@teknion.com
MI, IL, WI, OH, IN, IA, KY, MO, NE, KS, MN, ND, SD, and Pittsburgh	Leonard Chapman	312.933.7366	leonard.chapman@teknion.com
CA, NV, OR, WA, ID, AK, HI, AZ, NM, UT, MT	David Skinkis	213.700.4862	david.skinkis@teknion.com
NY, MA, CT, RI, ME, VT, NH	Scott Montemerlo	860.227.4910	scott.montemerlo@teknion.com

For more information

Steve Hindle

Director, Public Sector
410.300.9955
steve.hindle@teknion.com

Scott Montemerlo

National Program Manager – Education
860.227.4910
scott.montemerlo@teknion.com





Solicitation Number: RFP#121919

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Teknion LLC**, 350 Fellowship Road, Mount Laurel, NJ 08054 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires **February 18, 2024**, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 2/17/2020 | 2:33 PM CST

Teknion LLC

DocuSigned by:
By: Jeffrey M. Kraus
D8576B415B224D1...
Jeffrey M. Kraus
Title: Vice President Business Operations
Date: 2/18/2020 | 6:37 AM PST

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 2/17/2020 | 2:58 PM CST

RFP 121919 - Furniture Solutions with Related Accessories and Services

Vendor Details

Company Name: Teknion LLC
Does your company conduct business under any other name? If yes, please state: New Jersey
Address: 350 Fellowship Road
Suite 100
Mount Laurel, New Jersey 08054
Contact: Angie Hoffman
Email: angie.hoffman@teknion.com
Phone: 856-552-5618
Fax: 856-552-5830
HST#: 223785040

Submission Details

Created On: Friday November 01, 2019 11:50:23
Submitted On: Thursday December 19, 2019 11:05:04
Submitted By: Angie Hoffman
Email: angie.hoffman@teknion.com
Transaction #: dfc247c9-1edc-46de 9545-8014d5435c92
Submitter's IP Address: 50.234.216.218

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Teknion LLC
2	Proposer Address:	350 Fellowship Road Suite 100 Mount Laurel, New Jersey 08054
3	Proposer website address:	www.teknion.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeffrey M. Kraus Vice President Business Operations 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 E: jeff.kraus@tekion.com I P: 856.552.5503
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Steve Hindle Director, Public Sector Programs Washington, D.C E: steve.hindle@tekion.com I P: 410.300.9955
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Leonard Chapman Senior Regional Manager, Public Sector, North Central Chicago, Illinois E: leonard.chapman@tekion.com I P: 312.933.7366 Allison Harrington Regional Manager, Public Sector, South Central Dallas, Texas E: allison.harrington@tekion.com I P: 737-781-9004 Bill Richards Senior Regional Manager, Public Sector, Mid-Atlantic Washington, DC E: bill.richards@tekion.com I P: 202-246-8582 David Moorad Senior Regional Manager, Public Sector, Southeast Atlanta, Georgia E: david.moorad@tekion.com I P: 404.457.9191 David Skinkis Senior Regional Manager, Public Sector, West Los Angeles, CA E: david.skinkis@tekion.com I P: 213-700-4862 Scott Montemerlo National Program Director, Education Boston, Massachusetts E: scott.montemerlo@tekion.com I P: 860-227-4910 Angie Hoffman Contractor Administrator, Public Sector 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 E: angie.hoffman@tekion.com I P: 856.552.5618

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Teknion was founded 36 years ago with a single product and a singular vision. The product was T/O/S. The vision was Saul Feldberg's. A businessman of rare acumen, he saw that the world was changing as rapidly as technology was advancing, including the nature of work and the form and function of the working environment. Saul saw an opportunity and established Teknion. Teknion began as an unproven venture with an uncharted future. It became a company that could respond quickly, adapting to the evolving demands of a technology-enabled workplace. In 1983, David Feldberg joined and in 1994 he stepped into the position of company President and CEO.</p> <p>Teknion is now an international company with a worldwide network of offices, showrooms and dealers. Yet, we remain a company with a youthful entrepreneurial spirit, privately held by a Canadian family whose roots in the furniture industry run deep. The story of Teknion is one of growth and innovation. Saul Feldberg's vision is still very much alive in our corporate values and in our culture. We remain a company defined by design – as a mindset, as a process and as a tool for innovation and positive change. It is the very essence of what we do.</p> <p>The following values are those that Teknion embraces and recognizes as important to its business partners. We continually strive to improve and earn the right to serve our customers.</p> <p>Responsiveness</p> <ul style="list-style-type: none"> • Customer and market driven • Flexible and fast moving • Focused on quality <p>Approachability</p> <ul style="list-style-type: none"> • Open internal communications • High candor / encouragement of new ideas • Partnership with employees, suppliers and customers <p>Leadership</p> <ul style="list-style-type: none"> • Strong technical leadership within the industry • Success is a function of being proactive • Average is not acceptable The process of leadership will be enhanced with team levels throughout the organization. <p>Empowered To continually achieve these values, our organization's work culture and wo every day at Teknion.</p>
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8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>Teknion is an international designer, manufacturer and marketer of office systems and related products. Our products are distributed through a global network of approximately 400 dealers. Our products are designed to support the latest thinking in workplace design. By incorporating an integrated approach, we ensure product longevity to meet future change and workstyle shifts. To provide you with a 'future-proof' solution, we integrate the best choice products from our portfolio. In addition, we leverage our customization capabilities to address user-specific requirements. This ensures your furniture asset provides a long-term investment return for your organization - without risk.</p> <p>Teknion will subcontract standard dealer and installation services as needed to an Authorized Teknion dealer and Installer. In general, the deliverables associated with this contract include, but are not limited to the following:</p> <p>Teknion Roles and Responsibilities</p> <ul style="list-style-type: none"> • Primary contact for Sourcewell Members • Technical Product Specialists • Attendance at all project meetings • Attending provisional and final acceptance checks • Ongoing product/information updates <p>Dealer Roles and Responsibilities</p> <ul style="list-style-type: none"> • Attendance at all project meetings • Consultation on product application and layout • Furniture specifications and CAD support • Preparation of purchase order from floor plans • Site checks and preparation of installation drawings • Coordination of ship dates and arrangements • Supervision of delivery and installation • Deficiency checks and post-installation audit • Performance of user-orientation seminars • Management of warranty repairs • Ongoing customer service, product application, support and sales • New requests and reconfigurations • Ancillary elective services as requested by customer <p>Installer Roles & Responsibilities</p> <ul style="list-style-type: none"> • Coordination of installation activities including building access and building protection, elevator/dock usage, security, and provision of required insurance certification documentation • Planning and scheduling of installation with customer/building representatives • Conducting site inspections/field measurements and communicating any discrepancies or deviations from plan • Coordinating with Teknion to determine truck loading, sequencing, delivery scheduling, and manpower • Oversight of receipt, inspection and staging of products at job site • Communication of shortages, errors, damage and/or defects promptly • Make contingency and replacement plans for missing, incorrect, or damaged product • Ensure complete compliance with all site conditions, for example security, health and safety standards • Conduct pre-installation site visit for site preparedness • Manage inspections of deliveries for damages/omissions • Oversee punchlist resolutions and follow through to completion • Conduct daily monitoring of project status • Communicate and reconcile product discrepancies
9	What are your company's expectations in the event of an award?	Teknion expects to extend the business objectives of Sourcewell and its members through a relationship of trust that transcends the technicalities of formal contracts to mutually generated benefits. As our customers succeed, so does Teknion, which we consider the essence of partnership.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the Documents section of this portal for a letter from KPMG outlining Teknion's financial metrics for FY 2018.
11	What is your US market share for the solutions that you are proposing?	Teknion's market share in the United States is approximately 3 percent.
12	What is your Canadian market share, if any?	Teknion's market share in Canada is approximately 25 – 30%.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Teknion has never petitioned for bankruptcy protection.

14	How is your organization best described: is it provide your written authorization to act as a relationship with your sales and service force a	Teknion is an international designer, manufacturer and marketer of office systems and related products, including storage and filing, seating, casegoods, tables, and ergonomic furniture. Our products are distributed through a worldwide network of authorized dealers that are separate, independent, regionally based businesses. These dealers are trained on all aspects of the Teknion product line including, but not limited to, specification, installation, and product application. We strive for an open, honest relationship and every member of our sales and executive management team has a relationship with each of our dealers. We work very hard to develop clearly defined roles, and we meet frequently to review mutually agreed upon expectations to ensure that Teknion customers receive a high level of local customer service. It is clearly understood by Teknion and our dealer partners that we are both integral to the success of the order fulfillment process and neither of us can be successful without each of us excelling in our role.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Teknion does not require any specific licenses to operate our business as a furniture manufacturer. We do however have the general business licenses required in each jurisdiction where we do business. In addition, Teknion's dealers generally have business licenses, as well as contractor licenses in those jurisdictions that require them.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Teknion has never been subject to any suspension or disbarment actions.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Teknion manufacturing occupies approximately 3 million square feet of production space across 18 manufacturing business units and 3 logistics centers. The manufacturing program can be viewed simply as grouped within the major product categories, (i) desking systems; (ii) panel systems; (iii) wood and laminate casegoods; (iv) storage including pedestals, lateral files, storage cabinets, towers, and lockers; (v) tables including work, height-adjustable, boardroom and meeting, classroom and training, and occasional and casual tables; (vi) seating products including executive, task, guest, general use and soft/lounge; (vii) ergonomic and workplace accessories including keyboard trays, monitor arms, lighting, freestanding screens, electrical, and organization tools; and (ix) full-height architectural demountable wall systems.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Teknion has established itself as a company defined by ideas, design intelligence and innovation.</p> <p>Our products consistently receive top honors at numerous international design competitions, including Best of NeoCon, International Design Excellence Awards — sponsored by the Industrial Designers Society of America, Good Design Awards — sponsored by The Chicago Athenaeum: Museum of Architecture and Design, Innovation by Design Awards — sponsored by Fast Company, HIP and Best of Year Awards — both sponsored by Interior Design magazine, Red Dot Awards, Spark Design Awards and the Applied Arts Awards.</p> <p>Our showrooms have been recognized with awards from the IIDA — International Interior Design Association.</p> <p>Our accomplishments are recognized by publications as diverse as Metropolis, Wall Street Journal, Contract, Huffington Post, Azure, Forbes, Architectural Record, Office et Culture (France) and Die Prese (Germany).</p> <p>As proud as we are of our many achievements, we are even more excited by the potential that lies ahead. We invite Sourcwell to visit our website for a full listing of Teknion's industry accomplishments and recognition.</p>
19	What percentage of your sales are to the governmental sector in the past three years	FY 2016: 12% FY 2017: 14% FY 2018: 14%
20	What percentage of your sales are to the education sector in the past three years	FY 2016: 3% FY 2017: 4% FY 2018: 3%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Teknion holds the following state and cooperative purchasing contracts. Our annual sales volume for FY 2016, FY 2017, and FY 2018 respectively, are shown below.</p> <p>National IPA: \$2,655,025 \$6,773,678 \$9,707,603 Sourcwell: \$99,844 \$595,458 \$583,886 Alabama: \$2,416 \$278,695 \$234,345 Arkansas: \$0.00 \$0.00 \$0.00 California (CMAS): \$0.00 \$228,994 \$234,345 Connecticut: \$639,493 \$862,663 \$468,147 Florida: \$2,802,724 \$3,425,129 \$1,094,514 Georgia: \$449,492 \$869,319 \$1,094,514 Kansas: \$73,106 \$30,072 \$14,167 Massachusetts: \$52,239 \$180,553 \$144,092 Mississippi: \$59,582 \$18,414 \$61,105 New Jersey: \$0.00 \$116,059 \$0.00 New Mexico: \$202,265 \$345,943 \$285,687 New York: \$551,357 \$1,135,949 \$1,409,465 Ohio: \$605,148 \$897,251 \$1,506,267 Pennsylvania: \$66,893 \$73,145 \$12,750 South Carolina: \$79,878 \$53,349 \$33,938 South Dakota: \$321,347 \$508,017 \$1,410,253</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Teknion has held a GSA contract since 2003 initially under GS-28F-0016N and currently under GS-27F-0013V. The change in contract number occurred when GSA merged all furniture categories under SIN 71. Annual sales are as follows:</p> <p>FY 2016: \$22,550,027 FY 2017: \$24,027,029 FY 2018: \$29,060,516</p>

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *
State of North Dakota	Jamie Bostyan	701-328-4912 jbostyan@nd.gov
The Weber School	Vernon Knox	404-917-2500
James M. Cox Foundation	Nancy Rigby	678-645-0000
Apparo	Kim Sleight Lanphear	704.716.7767

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type	State / Province	Scope of Work	Size of Transactions	Dollar Volume Past Three Years
State of Florida	Government	Florida - FL	Offer full breath of products, plus design specifications, and installation throughout the state.	Varies by project size.	\$4.5 Million
Medical College of Learning	Education	Wisconsin - WI	Standard Manufacturer and Dealer services including, but not limited to Design, Product Manufacturing, Project Management, and Installation of workstations for medical and support staff	Varies by project size.	\$3.2 Million
State of Ohio	Government	Ohio - OH	Provide Systems Furniture/Seating for various State/Education facilities	Varies by project size.	\$3.1 Million
City of Atlanta	Government	Georgia - GA	Held sole source contract for Systems Furniture for several years. Contract included design, product specification and installation.	Varies by project size.	\$3 Million
Wiseburn Unified School District	Education	California - CA	Standard Manufacturer and Dealer services including, but not limited to Design, Product Manufacturing, Project Management, Installation at this new 4 story High School; Campus-wide applications including all classrooms, maker spaces, administration, and lounge and lobby areas	Varies by project size.	\$1.5 million

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response
25	Sales force.	To the benefit of our customers, Teknion maintains a decentralized organizational structure, placing senior account representatives, operational teams, technical experts and ancillary support staff in regional field locations. To effectively meet and best serve customer requirements, Teknion has structured its sales force in the same way. This sales model promotes local decision-making, ensures responsiveness and establishes clear communication lines for our customers. The sales hierarchy in each region, which includes eight geographic regions in the US and five in Canada, includes Regional Vice Presidents and Business Development Managers. For more specialized sales needs, Teknion also maintains a unique complement of industry-focused salespeople who service the A&D, Educational, and Government sectors.

26	Dealer network or other distribution methods.	<p>Teknion products are distributed through a worldwide network of authorized dealers. These dealers are trained on all aspects of the Teknion product line including, but not limited to, specification, installation, and product application. Our dealer network works closely with Teknion's sales and operations department to ensure that Teknion customers receive a high level of local customer service. Our network of approximately 400 worldwide provides a variety of additional services to its customers. Teknion, through its Service Level Agreement with each dealer, ensures the following services are available, at a minimum:</p> <ul style="list-style-type: none"> • Process management, including customer meetings, project documentation, management reports, formal punch list procedures, formal warranty process • Product application, layout and specification, including block plans, space allocation review, furniture plans and typicals, product application strategies, site visits, furniture standards program support, complete project pricing matrices • Order management, including review of specification, electronic ordering, and verification of acknowledgments • Project management, including management of processes, product application and order fulfillment, installation supervision and daily monitoring of project status • Installation and reconfiguration, including coordination of all installation activities, site inspections, field measurements, coordination with Teknion on product shipment, product receipt, inspection and staging, and communication on punch list issues • Product servicing, including warranty service, repair and preventative maintenance <p>Additional Dealer Services May Include:</p> <ul style="list-style-type: none"> • Move Management • Warehousing • Asset Management • CAD Support • Development of Furniture Specifications • Project Management
27	Service force.	<p>Teknion works in conjunction with its dealers to provide and ensure high-quality installations of products. Teknion encourages and often requires its dealer network to utilize Teknion-certified installers. Typically, the dealer will maintain ongoing responsibility for the performance of all installation services, including direct field supervision of all installation personnel along with the responsibility for the provision of services in adherence to project schedule.</p>
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>In response to the comments, suggestions, and requirements of our dealers and end users, Teknion has aligned its Operations Department into a regional service structure. Each team includes a representative from each Operational function including Technical Services, Customer Service, Project Management, and Service and Claims. A Regional Operations Manager oversees and manages the daily workflow through their specific region. This regional structure allows Teknion to 1) Align with sales, dealers and end users to enhance our service relationships with all our business partners; 2) Work effectively in teams wherein each employee contributes specific expertise but gains exposure to other related functions and 3) Manage the continued growth in our business and continually provide superior customer service.</p> <p>Teknion assigns customer issues into three categories, as follows:</p> <ul style="list-style-type: none"> • Pre-Order: The Teknion Pre-order team is available to assist dealers with questions and issues involving product lead times, availability of materials, shipping lead times, production, and delivery planning. This team provides the most current information possible to plan efficient projects. Each issue is logged into a database and assigned a "Call Tracking" ticket number. All communications regarding this issue are saved within this ticket for future reference. Our Pre-order team communicates with all levels of our organization to research the information required to satisfy the request. • Customer Service and Project Management: Our staff of Corporate Project Managers are in- • Service and Claims: Teknion has a staff of seasoned employees in the Service and Claims department, where claims are thoroughly investigated for the root cause, corrective action, and timely resolution. LEAN processes are in place to maintain our processing goals. Our intention is to resolve any issues that may arise prior to the completion of installation.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Teknion is fully capable of servicing all geographic areas of the United States and Canada through the proposed contract.</p>

30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Teknion will offer and promote an awarded contract to all Sourcewell members including Government, Education and Non-Profit segments.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. Any incremental cost to ship the product to Alaska and Hawaii will be invoiced to the Member.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award, Steve Hindle, Teknion's Director of Public Sector Programs, and Sourcewell's primary point of contact will issue a statement announcing our continued partnership with Sourcewell to all Teknion sales personnel.</p> <p>The following key points of the Teknion/Sourcewell partnership will be shared:</p> <ul style="list-style-type: none"> • Significant upfront savings and efficiencies (eliminates need for bidding) • Competitively awarded agreements allow for easy and immediate access • Agreements meet agency "piggy-backing" requirements • Aggregating spend results in increased savings • Public agency resources are freed to pursue other strategic initiatives <p>Shortly thereafter, Teknion Regional sales teams will assemble for a Contract Kick-off Meeting to facilitate the team working through a planned agenda that includes:</p> <ul style="list-style-type: none"> • Identification of contract objectives/terms/conditions, critical dates, obstacles and factors for success • Clarifications of Sourcewell's expectations • Establishment of uniform understanding of scope, scale and schedule • Clarification of team roles <p>Overall, this training will afford Sourcewell and its partner agencies confidence in Teknion's ability to successfully manage this contract throughout the US. Please see the Documents section of this portal for a sample Teknion – Sourcewell Partnership flyer.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The technologies we use to interact with our customers, dealers, and sales team are designed to maximize productivity of the user on demand. The following technologies digitally service our customers, dealers and sales team:</p> <ul style="list-style-type: none"> • Corporate Website: www.teknion.com • Facebook: www.facebook.com/Teknion • Twitter: twitter.com/teknion • LinkedIn: www.linkedin.com/company/teknion • You Tube: www.youtube.com/Teknion
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Teknion would expect Sourcewell to market and promote Teknion as an accepted Vendor under the furniture category to all applicable Sourcewell members and agencies. This would include visibility and accessibility to the Teknion contract via Sourcewell's direct website and any other sites and methods Sourcewell uses in these circumstances such as Minneapolis Star Tribune and other third-party advertisers deemed appropriate by Sourcewell.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Teknion's e-commerce capabilities provide real-time, 24/7 access to products and information self-service product configuration, automated quote generation and online ordering fe</p> <p>Recognizing that our customers require e-commerce sites that are specialized around their unique furniture standards, Teknion's online product catalogs can be easily tailored to fit their needs.</p> <p>Customer-specific catalogs contain only those products and options approved by the customer, including customer-specific pricing for products and associated options. The catalog authentication manager uses a multi-level, discretionary access control system to determine which catalog a user is entitled to browse, what information that the user should see and the customer-specific pricing.</p> <p>These custom catalogs ensure our customers' purchases are always "on contract," and help e-procurement systems from suppliers such as Ariba, Commerce One and Oracle Exchange</p>

Using these online catalogs, Teknion's customers have access to full-featured product specification and selection tools. Once a customer has selected items, an automatically generated quote can be routed through the established requisition and approval process. The resulting purchase order is then routed for order fulfillment.

Teknion's online custom catalogs allow customers to choose products easily, expedite the order process, reduce order errors and eliminate rogue purchases, saving customers both time and money.

Systems Features: Catalogs Teknion's online catalog structure allows a buyer to browse through a defined product taxonomy and view specific product details, including features, options, descriptions, PDFs and images.

Systems Features: Search Teknion realizes that customers purchasing highly variable products need more than one way to narrow their options and specify items. The catalog's search capabilities provide a built-in guided selling tool, leading customers to the products they need.

These search capabilities include:

- Searching by product description, name, item number, options and features, and feature comparisons
- Keyword searches through product documentation

Systems Features: Visual Configuration Interactive online visualization, including detailed drawings and realistic 3D models, is the most efficient and effective way to present highly variable products to customers. Customers "visually configure" products by interactively selecting different pre-selected finishes, colors, sizes and other options, and then instantly seeing the results. Customers can rotate, tilt and magnify product images to closely examine a product from all angles.

Visual configuration also facilitates product familiarity. Options that the customer would not otherwise know about are presented both textually and visually, e.g. buyers can be presented ergonomic and storage options while viewing the catalog of their company's standard workstation configurations.

System Features: Sales The sales feature provides the ability to accept and route various purchase order formats into the Teknion's order entry system. Included is a powerful shopping cart function.

Features include:

- Users can save custom product configurations and commonly purchased items to an online "favorites" folder in order to easily select these items in future catalog visits.
- Shopping carts can be saved between sessions, allowing the customer to stop and return at a later time to finish orders.
- Multiple shopping carts can be simultaneously used and saved, allowing customers working on multiple projects to segregate their cart contents.
- Shopping carts can be e-mailed to co-workers and other individuals for collaboration.

Orders can be sent via e-mail in a number of formats, including XML, cXML, CDF, and SIF. Bill-of-materials files are automatically generated from the customer's selections.

Shopping Cart Using the shopping cart feature, customers assemble products into a shopping order entry system.

Systems Features: E-Procurement Connector

For customers using e-procurement systems, "punch out" sessions can be implemented from their "buyer" application to a customer-specific catalog containing their unique products, options, finishes, and pricing. Once customers have selected their furniture, the quote for the selected items is routed through their established requisition and approval process. The resulting purchase order and BOM/SIF file attachments are sent back to Teknion for order fulfillment.

Features Include:

- The E-procurement application's username and password credentials are used to provide a single session sign-on.
- Authorizations established by the e-procurement application for order creation, editing and inspection are enforced.
- E-procurement systems from Ariba, Oracle Exchange, and Commerce One are supported. The complete Ariba Purchase Order specification is implemented, including separate sessions for order creation, editing, and inspection.

E-Procurement

Starting from an e-procurement system's "buyer" application, customers select a product

	category; for example, "Furniture." Here, the Teknion catalog home page instructs customers to select their office location and click "start." At this point, the buyer application "punches out" to a custom catalog.
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Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Teknion offers complete installation/maintenance training sessions, specific to applicable product lines. Additionally, Teknion can conduct end-user training to demonstrate the adjustability features of new furniture and how to make small changes. This may include Chair Adjustments and Training; Keyboard Adjustments and Training; and Element Removal and Replacement.
37	Describe any technological advances that your proposed products or services offer.	<p>Technology-intensive environments demand intelligent wire management and effective distribution of power and data to workers, who may work anywhere within the premises. The concepts of mobility and collaboration in the workplace, a rapidly growing workplace practice, requires access to technology and power at any time, everywhere.</p> <p>For workstations, benching, office suite and meeting room solutions, Teknion has developed advanced electrical systems designed to provide easy access – 'plug 'n play' connectivity for all types of workers. Lounges, cafes, private rooms and ancillary spaces also require simple solutions for connectivity and information sharing among work teams who come together and then dissolve to solo work zones.</p> <p>We continually explore and evaluate how the evolution of workspace and workstyles, is supported through access to technology for all types of workers. At Teknion, it is imperative that the products we design are developed with the forethought of how they will integrate with the current technology of today and the vision of tomorrow.</p> <p>We have partnered with prestigious technology firms to develop new ideas of integrating furniture and technology; to provide a more flexible basis for today's needs and future potential.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a manufacturer, our priority is to minimize the environmental impact of our activities. Guiding these efforts are a set of Foundation Programs. We have carefully selected these programs based on our ability to use them as tools to raise the bar for our industry and ourselves. They also drive transparency and accountability through the use of third-party auditing and reporting.</p> <p>Teknion's Foundation Programs include ISO 14001: Environmental Management System to reduce Level: Reducing environmental and social impacts of furniture within the built environment; SC</p> <p>Our other Core Programs include Carbon Disclosure Project (CDP): Mitigating climate change; EXCEL: Environmental leadership collaborative to share knowledge across industries; and Living Building Challenge: Reducing toxicity in our products and increasing transparency.</p> <p>For further information on Teknion's sustainability initiatives and the programs guiding our efforts, please see the Documents, Additional Documents section of our response for Teknion's 2019 Environmental Charter.</p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Teknion's Environmental Certifications/Programs include:</p> <ul style="list-style-type: none"> • BIFMA level: A transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. • California Department of Public Health (CDPH): The CDPH Standard Method is one of the most widely used standards to evaluate building and interior products for low chemical emissions. • Carbon Disclosure Project (CDP): Provides third-party reporting that measures, discloses, manages and shares environmental information to lessen greenhouse gas emissions and further accountability and transparency. • Design for Environment (DfE): An approach to reduce the overall human health and environmental impact of a product by considering the impacts across its life cycle during the design development phase. • Divert: A program developed by Teknion to help companies divert their decommissioned furniture from landfill by providing them with the option to sell, donate, and/or recycle that furniture. • Environmental Product Declaration (EPD): A document that communicates information about the environmental impact of a product throughout its entire life cycle. • EXCEL: Environmental leadership collaborative to share knowledge across industries. • Forest Stewardship Council (FSC): An international network promoting the responsible management of the world's forests by tracking the chain of custody (CoC) from the forest to the consumer. • ISO 14001: An internationally accepted specification for an Environmental Management System (EMS). Using this system, companies can establish, implement and measure sustainability goals. • Living Building Challenge (LBC): A green building certification program and sustainable design framework developed by the International Living Future Institute (ILFI) to visualize the ideal for the built environment. • Life Cycle Assessment (LCA): Assessment of environmental impacts associated with all the stages of a product's life from raw material extraction through materials processing, manufacture, distribution, use, repair and maintenance, and disposal or recycling. • Red List: Developed by the International Living Future Institute (ILFI), the Red List identifies chemicals designated as harmful to living creatures including humans or the environment. • SCS Indoor Advantage: Leadership in environmental and sustainability certification, improving indoor air quality, auditing, testing, and standards. • WELL: A performance-based building rating system and certification program that consists of seven key concepts that when adhered to, can positively affect human health.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Because Teknion's production facilities are not located within the United States and because of the degree of vertical integration within the Teknion corporate group, there are limited opportunities in the production facilities to outsource manufacturing processes to diverse suppliers. We do work to meet these requirements within the United States, however, by subcontracting design/specification, project management, installation and similar services to diverse suppliers, primarily Teknion's authorized dealers, which are WBE, MBE, VOSB, SDVOSB, and Hub Zone entities.</p> <p>Teknion's Supplier Diversity/Small Business Initiative promotes an inclusive business environment for the benefit of the company and our customers. We work with the following business concerns to develop innovative, cost-effective solutions that fuel our mutual growth:</p> <ul style="list-style-type: none"> • Small businesses • Small disadvantaged businesses • Small woman-owned businesses • Historically Underutilized Business (HUB) Zone businesses • Veteran-owned small businesses • Service-disabled Veteran-owned small businesses • Certified woman-owned businesses • Certified minority-owned businesses <p>Documentation has been uploaded to the Documentation section of this portal.</p>

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<p>When Teknion provides a product and service, we commit to excellence in all matters. This provides our customers with the best value solution in initial first costs as well as future ownership and maintenance costs. Teknion feels that the following are the most unique qualities that differentiate us from our competitors:</p> <ul style="list-style-type: none"> • Integrated Product Portfolio – Teknion has developed a broad portfolio of products designed to serve the needs of customers with varied requirements. Teknion has brought new products to market with clear consideration for those customers who have standardized on our well-established products. Teknion takes pride in providing a product portfolio that offers differences that matter, such as interchangeable uses, integrated and universal products and ease of reconfiguration. In addition to Teknion's commitment to non-obsolence, Teknion's goal has been to be able to provide additional value through the introduction of new products that improve performance and allow existing customers to benefit from these introductions. • Commitment to Customer Satisfaction – Since Teknion's entry into the market in the early 1980's, our approach to satisfying customer requirements has separated us from our competitors. In partnership with our dealers, Teknion has fashioned an organization that responds quickly to the needs of individual customers. From the development of special products to punch-list management, Teknion's mandate has always been to consider each customer a future reference for Teknion and our dealers. This commitment has led to recognition from companies such as IBM and Cisco Systems, both of whom selected Teknion for vendor excellence awards. Above all else, we are guided by our Value Proposition for Service and Supply. • Availability – Teknion's senior management team has always taken an active role in measuring success with each and every customer. As we have taken an active role in marketing our products, we are also available to our customers throughout the entire buying process. Teknion customers have the opportunity to speak with anyone in the organization for any reason. Our customers have the assurance that our entire organization is involved in measuring our performance, and that senior management will be available to resolve any issue that becomes important to a Teknion customer. • Representation – Teknion feels that its field representation is the best in the business. Teknion's direct sales force along with an experienced, professional dealer network provides not only sales expertise, but also real customer services throughout the course of our customer relationships. In addition to the everyday, on-site services that our dealers provide, we count on our employees to be actively involved in making sure that our team is performing to the best of its ability. • Attitude – We at Teknion have always considered ourselves fortunate to be chosen as a supplier to companies like Sourcewell. We take this responsibility seriously and never take our success for granted. We believe that our customers are the reason for our success.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Teknion is able to service Members throughout the United States and Canada. In fact, as already noted in our response, Teknion has a significant market share in Canada.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response
43	Do your warranties cover all products, parts, and labor?	Teknion warranties cover the parts/equipment needed to properly rectify a warranty related issue.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Any applicable restrictions or other limitations are outlined within our warranty. Please see the Documents section of this portal for Teknion's full Limited Lifetime warranty and Studio TK warranty.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Teknion warranties cover those expenses associated with the performance of warranty repairs.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Teknion is fully capable of performing warranty repairs in all geographic regions in the United States and Canada.

47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The products proposed herein are manufactured by Teknion and thereby covered by Teknion warranties.
48	What are your proposed exchange and return programs and policies?	<p>No returns of products will be accepted without Teknion's prior written consent. Should a customer wish to return any standard Teknion product, the customer must request a Return Goods Authorization ("RGA") form from Teknion. Teknion reserves the right to approve and/or deny RGAs at its sole discretion. All such approved returns must be shipped freight prepaid unless otherwise indicated by Teknion, and standard items may be subject to a restocking charge.</p> <p>Worksurfaces, panels, elements, all upholstery items, and special products are the property of the customer and cannot be returned under any circumstances. Other standard items already in production are subject to a cancellation charge, to be determined at the sole discretion of Teknion. Returned products will only be accepted if received by Teknion in the condition in which they left the factory. Credit will be issued only after inspection of returned products. Damaged products will be refused and returned to the shipper.</p>
49	Describe any service contract options for the items included in your proposal.	<p>Teknion delivers on long-term business relationships and one-to-one service. Together with our extensive dealer network, Teknion provides a full range of facilities services for customers. Teknion's service agreements commit to professional service levels including service response times to ensure our customers' products are installed and functioning properly. A Service Level Agreement can be structured based upon the services and timeframes required to meet facility planning needs or services can be provided on an ad hoc basis as required. If requested, Teknion will monitor and measure performance against key performance indicators (KPIs). Each dealer offers a full range of services for project management, move management, and asset management.</p> <p>A summary of available services is listed below.</p> <ul style="list-style-type: none"> • Order Management Services: Product specification and pricing; Order processing and tracking; and Order delivery planning and phasing • Installation Services: Delivery and receiving of goods; Staging; and Install and quality acceptance of install • Move Management: Reconfigurations/small moves, adds and changes; Move planning for live sites to minimize disruption; Moves – floor-to-floor and site-to-site, tear-down and rebuild; Post-project maintenance & day-to-day facilities care; and Add-on or change-out to furniture • Cost Quotations: Parts and service for warranty work • Express Ship Furniture Programs • CAD Drawing Services: Furniture Standards Development • Ergonomic Evaluations: Assessment and recommendations; and End-user training for new products • Asset Management: Warehousing; and Inventory programs • After Market Furniture Services: Used furniture procurement or trades; and Inventory disposition and recycling • Leasing Programs

Table 10: Payment Terms and Financing Options

Line Item	Question	Response
50	What are your payment terms (e.g., net 10, net 30)?	Teknion's standard payment terms are Net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Teknion can provide leasing options to these entities if requested.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>At Teknion, we have an overall philosophy of continuous process improvements. Teknion has developed an order entry process that enables customers multiple avenues of order placement, either directly with Teknion or through one of our authorized dealer partners. Orders may be accepted utilizing our online ordering system, an internet site to upload larger orders, or orders may be placed via the traditional fax/email method. Please see the Documents, Additional Documents section of this portal for an outline of the roles and responsibilities of both Teknion and our Dealer Partner(s) throughout the order process.</p> <p>Teknion can provide the following Sourcewell-specific reports on a monthly or quarterly basis as requested by Sourcewell:</p> <ul style="list-style-type: none"> • Purchase Detail Report: This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report: This report will outline specific list and net purchases according to the product line. • Order Category Report: This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report: This report will outline the average order value by product line. • Order Detail Report: This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports: Teknion's Business Development Managers will work closely with Sourcewell Members to develop customized reports to achieve management reporting goals.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Teknion can provide P-card procurement for transactions up to \$5,000 at no additional cost to the Member.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Teknion is offering a pricing model which prescribes a discount off of the list pricing set forth in Teknion's published Price and Product Guides. Generally, each product line has its own Price and Product Guide and is subject to a specific discount although several product lines share the same discount (e.g., District, Leverage, and TOS). This model is Teknion's standard pricing methodology both for commercial and governmental customers.</p> <p>Due to the number of product lines which Teknion is offering and the number of product codes within each line, combined with the number of product options, including size variations, options, and finishes, Teknion is not able to provide a SKU for each item in Excel format. We have, however, provide a link to the Price and Product Guide (PPG) for each offered line. Please see the Documents, Additional Documents section of this portal for those links.</p> <p>Please note: We uploaded the PPGs that are not currently available on-line, but were unable to upload all as the file size exceeded the allowable upload parameters.</p>

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As set forth in our response above, each Teknion product line gets its own discount off published list price although several product lines share the same discount. Please see the Documents section of the portal for Teknion's proposed discount structure.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Please refer to our response to Table 12, Pricing offered for Teknion's discount structure, which includes volume discounts.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are not manufactured by Teknion, Teknion would purchase and resell such items to the Member at Teknion's cost plus a 5% markup.
58	Identify any element of the total cost of acquisition that is NOT like pre-delivery inspection, installation, set up, mandatory transportation, etc.	Teknion's Total Cost of Acquisition does not provide for delivery or set-up activities beyond the Sourcewell Member's dock. Inside delivery and installation costs will be quoted on a per project basis.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	For deliveries within the Continental United States, Teknion utilizes a fleet of contract trucking carriers that deliver our products via standard ground freight. For standard shipments utilizing the method described above, Teknion will bear the cost of freight from our manufacturing facilities to any single destination within the Continental United States. Teknion can also accommodate expedited shipping methods as requested by our customers. If Sourcewell Members requires expedited freight service, Teknion would invoice Sourcewell Members for the difference between the cost of expedited service and the cost of freight that would have been incurred had the products been shipped using Teknion's standard ground freight methods. In Canada, freight is included to all Urban Centers. For locations 200km outside of urban centers, freight costs will be quoted on a project by project basis.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Teknion will bear the cost of freight for all shipments into the Continental United States and Canada. For shipments to Alaska and Hawaii, Teknion will bear the cost of freight from Teknion's factory to a port of embarkation on the West Coast of the United States. Any incremental cost to ship the product to Alaska and Hawaii will be invoiced to the Member.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Within North America, Teknion utilizes a fleet of contract trucking carriers that meet Teknion's stringent equipment requirements. Teknion's method of shipping depends on the plant location, destination, timing, and variable conditions (weather, road closure, strikes etc.). Shipments traveling by truck are categorized into truckload (TL) and less than truckload (LTL). Truckload (TL) shipments consist of a full truck and offer a more precise appointment date, time, and final destination. Less than truckload shipments (LTL) are combined with other orders to ensure that full truckloads are created, thus having a positive impact on the environment in reducing the quantity of gas used and reducing emissions. Teknion will also leverage rail transportation for large projects that follow a more consistent schedule.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Teknion's real interest in down-to-earth problem solving has resulted in strong alliances with our customers. Teknion will continue to build long-term partnerships, supported by a commitment to innovative solutions, which will advance the strategic interests of our customers. As part of our account management protocol, Teknion will conduct ongoing reviews every three-months to identify degrees of satisfaction, and if necessary, to document formal corrective action plans. These comprehensive work sessions will involve formal and/or informal discussions and presentations to assess performance on product and service benchmarks.</p> <p>To ensure compliance with the terms of the contract and its pricing Teknion can provide the following Sourcewell specific reports on a monthly or quarterly basis as requested by Sourcewell and its Members:</p> <ul style="list-style-type: none"> • Purchase Detail Report – This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report – This report will outline specific list and net purchases according to the product line. • Order Category Report – This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report – This report will outline the average order value by product line. • Order Detail Report – This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports – Teknion will work closely with Sourcewell to develop customized reports to achieve management reporting goals.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Teknion proposes an administrative fee equal to 2% as described above.

Table 14: Industry Specific Questions

Line Item	Question	Response *
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65	If you are awarded a contract, provide examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Development of Key Performance Indicators (KPIs) is an important exercise that supports our customers' business cases, project goals, and parameters (metrics). The establishment of KPIs is critical for the program success and will also provide direction for the extended project team. These metrics will serve as a measure of success during project and performance evaluations. Reporting measures should be mutually agreed upon, obtainable and sustainable.</p> <p>Teknion can provide the following Sourcewell-specific reports on a monthly or quarterly basis as requested by Sourcewell:</p> <ul style="list-style-type: none"> • Purchase Detail Report – This report will outline purchases by product category for systems, seating, freestanding storage and freestanding furniture as well as corresponding list and net values for these items. • Purchase Summary Report – This report will outline specific list and net purchases according to the product line. • Order Category Report – This report will detail the number of orders placed for each category of systems, seating, freestanding storage and freestanding furniture by product line. • Order Summary Report – This report will outline the average order value by product line. • Order Detail Report – This report will provide a detailed listing of all orders placed during a specified period. This report will outline total order list value, discounts, and net order costs. • Other Ad Hoc Reports – Steve Hindle will work closely with Sourcewell to develop customized reports to achieve management reporting goals.
66	Describe any industry testing procedures, quality controls and certifications that apply to the products proposed.	<p>Teknion adheres to and exceeds the high standards established by the Business and Institutional Furniture Manufacturer's Association (BIFMA) under the American National Standards Institute (ANSI) standard development process.</p> <p>These standards are intended to provide manufacturers, specifiers and users with a common standard base when selecting furniture that meets safety, durability and the structural adequacy of the specified furniture, independent of construction materials. The standards define specific tests, laboratory equipment to be used, test conditions and acceptance levels. Teknion employs certified, independent third-party test facilities to conduct BIFMA testing. Certificates of Compliance for each product line are available to our customers for review.</p> <p>Additionally, in September 1993, Teknion received its registration pursuant to ISO 9001. This rigorous standard is imposed by the International Organization for Standardization and requires candidates to create a process to ensure quality control processes in the development, manufacturing, delivery and servicing of its products. Registration requires documentation of quality procedures, demonstration of continuous improvement, and independent ongoing audits by International Standards Board representatives.</p>

67	Describe your ability and plan to address member needs for collaborative space or open concept solutions and how your proposed products factor in to them.	<p>Teknion continuously introduces products that support new planning scenarios for the evolving office. Teknion products can be used to build complete independent workstations and clusters. Others have been designed to enhance the functionality of systems furniture already in place. Teknion products support the integration of people and technology, facilitate productivity and communication, and create flexible work environments that adapt to change as it occurs.</p> <p>Planning for the Evolving Office In today's business environment, change occurs rapidly, and undefined future requirements.</p> <ul style="list-style-type: none"> • Scenarios may be determined by the nature of the business, organizational structure and culture, space restrictions, technology, work dynamics and process. • Within any given organization, planning may differ by department, team or individual user needs. • Facilities need a single adaptable product portfolio that can address a wide variety of planning needs and be used for experimentation. • Through a combination of our products, Teknion offers a wide range of planning possibilities. • The inherent flexibility of Teknion's product offering allows customers to move fluidly across the spectrum of planning solutions as changing needs dictate. <p>Low-Risk Experimentation Teknion products allows users to make gradual changes or trial and investment management.</p> <p>Safe Investment Because Teknion products support a range of workstation types, as well as systems already in place.</p> <p>Since 1981, Teknion has created furniture for the technology-driven office. Today, we are helping to serve the needs of an evolving workplace and world of business. Our products are designed to work with all the possible shapes the work environment may take tomorrow and the day after.</p>
68	Describe your design resources to develop or enhance culture, change management and integrated technology needs.	<p>Teknion has always been driven by design. From becoming one of the first manufacturers to put power in a panel, to launching game-changing solutions like District and Upstage, our design team has earned a reputation for innovation.</p> <p>Teknion understands the role of design and the skills that designers bring to business — from product development to communications to organizational structure and work processes. As such, the foundation of our business is one of respect for design, relationships and quality.</p> <p>The Teknion Design Team is comprised of our internal department of design thinkers, many of which we can proudly say have been with us since the inception of Teknion. In addition, we actively build concepts and ideas in collaboration with leaders in the design community. Together we continue to create, innovate and launch new products to build upon our product portfolio.</p>
69	Describe your ability to evaluate and enhance the utilization or return on investment for design alternatives utilizing your products.	<p>Integration has been a core design philosophy since our early days and has been a key to Teknion's overall success. Integration is clearly evident in how our extensive portfolio of products and finishes have been designed to work together - a unique approach in the contract furniture industry. Teknion products have been fundamentally designed to minimize the total cost of ownership while maintaining simplicity in design. Teknion understands that furniture is a substantial investment for any company, and for this reason we are committed to developing products that are universal in nature, can be changed easily and are cost effective thereby reducing overall expenditures.</p> <p>Teknion products enable customers to make gradual changes or radically transform their work environments. Teknion designs and manufactures practical, adjustable, multiple-use products where the cost of experimentation is minimal, while change and future adaptability are easy. Our products are designed to integrate with each other and be "backward compatible" with the vast majority of legacy products — a philosophy we will continue to maintain long into the future.</p>

70	Describe how your products are integrated or factor into a LEED certified facility.	<p>Through advocacy and education, Teknion has held a leadership role in sustainable outreach since 2002. Teknion has used the USGBC and the lessons we have learned through our partnership with them to guide our product development by implementing a protocol called "Design for the Environment" (DfE) to drive a cultural change within our organization.</p> <p>The Partnership</p> <p>Our path to environmental success began by providing educational workshops for LEED two- year educational partnership with the USGBC in which we prepared industry part portfolio.</p> <p>As LEED transforms from a technical rating system on building performance to a system that is focused on the health of the occupants in the space, Teknion has been part of five different Pilot Projects for LEED v4. As we expand our knowledge base, we will continue to implement and strategize for our customers based on these new rating standards.</p> <p>While we are proud of our success with the LEED rating system, we still see the opportunity for more. Through pilot projects with LEED V4, we see more on the horizon that further addresses the health and wellness of the workplace. While documents like Environmental Product Declarations and Health Product Declarations remain absent and unachievable for the furniture industry, we see the opportunity to move forward with transparency and life cycle assessments with or without a prescribed process that meets LEED v4. Let us show you how we make 80% of what we sell in-house through our owned supply chain and source 95% of our raw materials from North America.</p> <p>Projects that are precursors to the LEED v4 standard are those following the Living Building Challenge Standard. Using this standard to help perfect the Innovation Credits within LEED, Teknion has learned more, pushed the learning curve forward and provided safe and transparent products for our customers with projects such as The Bullitt Center, The Brock Environmental Center in Virginia Beach, Virginia, the National Resources Defense Council, and Living Future Institute in Seattle, Washington.</p> <p>While we could list numerous customers and projects that would illustrate our contribution to LEED, we feel it is more important to highlight specific projects that were monumental in execution by the knowledge and collaboration of our team. We intend to partner with Sourcewell Members in the same way, stretching the value of our products and expertise in sharing the value of sustainable design with your staff, your customers and your investors. Green is good for business and we are well positioned and educated, as a company, to contribute to the success of your project. It is our goal to be strategic for our customers by providing a product and a process that supports sustainable design.</p>
71	Describe your approach to serving members in state/local Government, education, non-profit, and how you will grow those markets using your products and the Sourcewell contract.	<p>Teknion's Public Sector Program is a focused group of individuals who manage complex accounts across geography. We support multiple layers of the contracting agency with a dedicated, multi-disciplined Teknion team. The team works with the end users to create and implement timely, cost-effective and appropriate solutions by applying consistent methodology, quality products and skilled service resources.</p> <p>Through the Program, Teknion offers a full range of high-performance products designed to meet the diverse requirements of the Public Sector market. Our product offering includes but is not limited to flexible panel and desking systems, quality wood furnishings, filing and storage, a broad range of seating, tables, and furniture for open and collaborative spaces. Our product allows for flexibility of design and reconfigurability of a space. Our products also meet industry testing and sustainability standards.</p> <p>To further support our customers, Teknion partners with authorized dealers who provide needs— from design, planning, management, to installation—to achieve customer satisfaction.</p> <p>Teknion's innovative, award-winning products, our strong dealer network, and team of experienced personnel who are committed to customer satisfaction are ideal for your cooperative purchasing applications.</p>

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Teknion Financial Strength & Stability.pdf - Tuesday December 17, 2019 10:33:51
 - [Marketing Plan/Samples](#) - Teknion - Sourcewell Public Sector Marketing Material.pdf - Wednesday November 27, 2019 08:09:15
 - [WMBE/MBE/SBE or Related Certificates](#) - Teknion WMBE-MBE-SBE & Related Certificates.pdf - Tuesday December 17, 2019 10:39:18
 - [Warranty Information](#) - Teknion Warranty Information.pdf - Tuesday December 17, 2019 10:34:24
 - [Pricing](#) - Teknion Pricing Proposal 12.19.19.xlsx - Tuesday December 17, 2019 10:35:16
 - [Additional Document](#) - Teknion Additional Documents.zip - Thursday December 19, 2019 09:39:18

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jeffrey Kraus, Vice President Business Operations , Teknion LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 26

Section 010
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$50.07
Boilermaker		\$24.71*
Bricklayer		\$48.21
Carpenter		\$43.62
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$40.27
Plasterer		
Communications Technician		\$50.06
Electrician (Inside Wireman)		\$50.16
Electrician Outside Lineman		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.71*
Glazier		\$24.71*
Ironworker		\$55.96
Laborer		\$38.43
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$49.89
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$60.91
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$37.40
Plumber		\$61.73
Pipe Fitter		
Roofer		\$46.55
Sheet Metal Worker		\$51.08
Sprinkler Fitter		\$46.99
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$49.38
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$43.25
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.92
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

(Please complete and return with Bid)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Donald K. Hinshaw, General Manager
Name and Title of Authorized Representative


Signature

5/8/2020
Date

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of _____)
State of _____) ss

My name is _____. I am an authorized agent of _____ (Company).

I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

Affiant Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

Commission Order # _____

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____, 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20____.

Signature

Subscribed and sworn to me this _____ day of _____, 20____.

My commission expires _____, 20____.

Notary Public



INSITHE-01

MMILLIKAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Winter-Dent 2700 Forum Blvd Columbia, MO 65203	CONTACT NAME: PHONE (A/C, No, Ext): (573) 634-2122		FAX (A/C, No): (573) 636-7500
	E-MAIL ADDRESS: meagan.millikan@winter-dent.com		
INSURED Inside The Lines LLC 100 E. Texas Ave. Columbia, MO 65202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Tri-State Insurance Company		25712
	INSURER B : Acadia Insurance Company		31325
	INSURER C : Markel Insurance Company		38970
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket add ins./Wav GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		ADV 3127819-24	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		CPA 3127820-24	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		CPA 3127820-24	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0169164-05	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Boone, Missouri C/O Purchasing Department 613 E Ash Street Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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